



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 14, 2007

Item Number: 6.A.

Subject:

Work Session Regarding the Upper Swift Creek Reservoir Watershed

County Administrator's Comments:

County Administrator: _____

A handwritten signature, likely of the County Administrator, is written over the line.

Board Action Requested:

Conduct a work session regarding the Upper Swift Creek Reservoir Watershed.

Summary:

At the December 12, 2006 meeting, the Board held a public hearing to consider the adoption of amendments to the water quality ordinances affecting the Swift Creek Reservoir Watershed. The Board also directed staff to schedule a work session regarding additional water quality issues.

The focus of the March 14, 2007 work session will be a presentation on the County's initiatives for the protection of the Swift Creek Reservoir Watershed. The presentation will discuss a brief history of the program and the framework of tasks and steps needed to modify the plan to meet regulatory challenges. Staff will continue to work to modify the plan which will result in the development of future ordinances, policies and practices to protect the water quality of the reservoir.

An explanatory executive summary is attached.

Preparer: Richard M. McElfish

Title: Director, Environmental Engineering

Attachments:



Yes



No

000001



Executive Summary

Initiatives for the Protection of the Swift Creek Reservoir Watershed

Introduction

Chesterfield County conducted an assessment of the conditions of the Swift Creek Reservoir Watershed in 1989. Three years later, the Board of Supervisors adopted goals to protect the Swift Creek Reservoir and established a Watershed Management Committee that included citizen and staff representatives. This committee was charged with identifying strategies and alternatives to protect the reservoir. Based on recommendations from the committee in 1997, the Board established through ordinance, a phosphorus loading limit of 0.22 pounds per acre per year (lbs/ac/yr) for new residential development and 0.45 lbs/ac/yr for nonresidential development. These loading limits were established by setting a 0.05 milligrams per liter (mg/L) in-lake phosphorus limit and calculating an allowable annual phosphorus input load. The Board also directed staff to prepare a regional master plan that included a *funding strategy* requiring the development community to fund the construction of regional facilities. Additionally, development within the watershed was to fund the *maintenance* of the regional facilities.

In 2000, the Board unanimously approved the regional master plan called the *Watershed Management Master Plan and Maintenance Program*. The *Watershed Master Plan* was developed to meet the goals and strategies set forth in Watershed Management Plan of 1996 through the construction of a system of regional stormwater treatment facilities. One of these facilities, the regional in-stream pond component was to provide the greatest reduction of pollutants.

In January 2006, the use of regional in-stream ponds met with resistance from federal regulatory agencies. During a meeting with the regulatory agencies, staff was advised that the in-stream regional pond component would not receive permitting and any future regional facilities would require off-line construction.

Description of the Swift Creek Reservoir and its Watershed

The watershed, with portions of three magisterial districts overlaying its boundaries, encompasses 64 square miles or approximately 42,000 acres. The largest area, 85% (35,000 acres) is contained within Chesterfield County with the remaining 15% in Powhatan County. The delineation of the watershed drainage boundaries, which incorporates three comprehensive

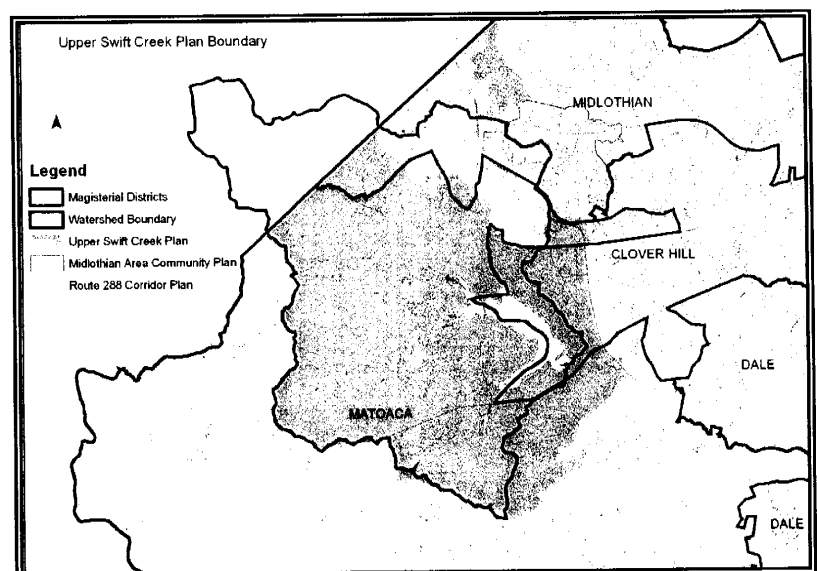


Figure 1. Area and Boundary Map

Executive Summary

land-use area plans (see figure 1), is important because that boundary defines the portion of the county to be considered when establishing protection measures for drinking water.

Modifications to the Watershed Master Plan

The *Watershed Master Plan* is in its 6th year of implementation. The regional in-stream pond component would have provided the greatest portion of storm water quantity and quality control for the protection of the reservoir. The inability to use this type of treatment, due to regulatory actions from federal agencies, greatly impacts the plan's performance. Staff has identified a framework of tasks and steps needed to modify the plan to meet the regulatory challenges and to provide opportunities to further protect the reservoir. A brief discussion of the progress as well as the needed modifications follows.

The modifications can be grouped into three main tasks: 1) the requirement of new construction to address stormwater management on-site, 2) acquire additional detail information on current and future land-use phosphorus contributions and 3) modifications to the *Watershed Master Plan*.

I. On-site Stormwater Management

On February 14, 2007 the Board amended county ordinances requiring developers to treat stormwater runoff on-site and allow the use of alternative treatment measures to control pollutants if necessary. This effectively removed the requirement of developers to participate in the payment of the regional ponds while still allowing regional facilities to be built off-line when appropriate.

II. Determine Phosphorus Load Contributions to Reservoir

Understanding current and future potential pollutant loads to the reservoir is essential for the development of a successful watershed management program. Staff working in conjunction with consultants revised the existing watershed models to determined phosphorus load contributions to the reservoir as well as predicting in-lake phosphorus concentrations under current and future levels of land-use development.

Based upon the most recent land-use information, staff determined the current or "base" load of phosphorus entering the reservoir. This base load information was than used to predict the anticipated phosphorus associated with future development. The total annual load contribution for existing and future development draining to the reservoir is 43,000 lbs/yr.

The regional in-stream pond facilities were intended to reduce this load to a level that met the county's in-lake phosphorus limit of 0.05 mg/L. In the absence of regional in-stream pond facilities the Board, on February 14, 2007 reinstated on-site stormwater controls. The required on-site stormwater load reduction was applied to each of the land use categories. This reduction resulted in annual load contribution exceeding the target load limit by approximately 4000 lbs/yr at ultimate build out under the current and proposed land use plans. The reduction of this load will be required to ensure that the

Executive Summary

future loads are further reduced to meet the required level of protection to maintain the county's in-lake phosphorus concentration on 0.05 mg/L.

III. Modifications to the Watershed Master Plan

The stormwater site design practices and techniques outlined below identify methods to further limit and reduce pollutant loads from both future and current development. Many of these strategies may be easily incorporated into the *Watershed Master Plan* while others will require additional studies, training and an implementation program.

Stormwater pollution is directly related to the amount of impervious surface within a development. The reason for this is conventional storm water controls use these areas to collect, concentrate and convey stormwater prior to discharge to a waterbody. Reducing impervious surface reduces the amount of runoff and limits the pollutant concentration resulting in the protection of county waters and the reservoir. The following will aid in reducing impervious surface starting with a review of existing county ordinances.

- **County Ordinances (Site Plan and Subdivision):** A preliminary review of county ordinances has identified several ordinances which could assist in the reduction of pollutant loads from new development. A more comprehensive review of the county's ordinances will be conducted to determine those areas where modifications may help to improve stormwater runoff.
- **Preservation and Restoration of Natural Cover and Areas:** Retaining the existing natural conditions such as vegetation, soils and wetlands provide a natural and cost effective way to manage stormwater quantity and quality.
- **Low Impact Site Design Techniques:** LID is a site design strategy with the goal of maintaining or replicating the pre-development hydrologic regime through the use of design techniques to create a functionally equivalent hydrologic landscape.
- **Utilization of Natural Features for Stormwater Management:** Traditional stormwater systems are designed to collect, concentrate and convey storm flows efficiently away from the development. Natural drainage patterns tend to be ignored and replaced with structural controls. A nontraditional approach would seek to incorporate the sites existing natural features. These could include natural drainage patterns, depressions, permeable soils, wetlands and vegetative areas. This would reduce the number of structural controls and provide for more natural stormwater control of infiltration, pollutant filtration and maximize on-site stormwater storage.

The above measures will help to minimize the pollutant loads from future development by controlling the pollutants at the source. That portion of the future loads which can not be reduced as part of the on-site treatment and is in excess of the target

Executive Summary

load limit is referred to as the 'orphan load'. The reduction of load will need to be addressed through county run projects. The program will be executed through funds collected as part of the pro-rata fees. Many of these projects will be regional in nature and aimed at reducing identified pollutants loads.

- Regional facilities other than in-stream ponds
- Provide treatment for existing phosphorus loads
- Retrofit culverts and drainage systems, including vegetated open channels
- Compensatory mitigation projects
- Education and incentive programs for existing homeowners to improve stormwater quality on individual lots and open spaces
- Pollutant trading or credit program

Watershed Master Plan - Financial Summary

Capital Program: Pro-rata Share Program for the construction of the regional BMPs as of 12/31/06

Revenues

Pro-rata Fees	\$1,831,800
General Fund	<u>\$506,400</u>
Total Revenue	\$2,338,200

Expenses

Planning & Design	\$191,401
Permitting	<u>\$811,429</u>
Total Expenses	\$1,002,830

Balance	\$1,335,370
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**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 14, 2007

Item Number: 6.B.

Subject:

Work Session on the County Administrator's Proposed FY2008 Amended Budget

County Administrator's Comments:

County Administrator: _____ 

Board Action Requested:

Hold a work session on the County Administrator's Proposed FY2008 Amended Budget.

Summary of Information:

This time has been set to continue work sessions on the County Administrator's Proposed FY2008 Amended Budget.

This work session will include a presentation of the School Board's budget and the Management Services Division. Budget work session will continue through March and a final work session is scheduled for April 11th. At the April work session, changes to the proposed budget will be reviewed prior to adoption.

Preparer: Allan M. Carmody

Title: Director, Budget and Management

Attachments:



Yes



No

#000006

Chesterfield County Public Schools

A Design for Excellence

FY2008 Budget Highlights

Presentation to the
Board of Supervisors
March 14, 2007





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GREAT NEWS!!!

EDUCATION WEEK

Reports Virginia Children are Most Likely to Succeed



Virginia children are the most likely in the nation to experience success as they move from childhood to adulthood. “Quality Counts” reports on the progress of the nation’s public schools ... says that the typical student in Virginia “enjoys higher achievement and is more likely to finish high school and continue on to college than other states.”



AMERICA'S PROMISE: THE ALLIANCE FOR YOUTH

BEST COMMUNITIES

for Young People
PASSION Capital

GREAT NEWS!!!

The *100 Best Communities for Young People* celebrates outstanding, innovative efforts across the country that improve the well-being of our young people.

Chesterfield County Public Schools has won the award for the second consecutive year for its hard work in keeping the *Five Promises* to our children:

- *Caring adults*
- *Safe places*
- *Healthy start*
- **Effective education**
- *Opportunities to help others*

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GREAT NEWS!!!



SchoolMatch – a national school selection firm that recognizes school divisions it deems are accountable and are meeting the needs of its students

Chesterfield County Public Schools is a recipient of the “*What Parents Want*” Award




GREAT NEWS!!!



The Milken Family Foundation National Educator Awards honor outstanding educators; the program strives to attract, develop, motivate and retain talented people to the challenge and adventure of teaching.

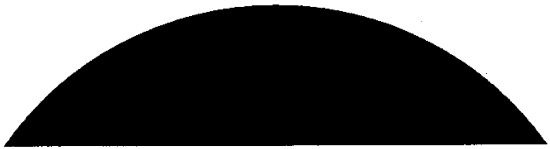
Chesterfield County Public Schools is the only school division in the country to have a Milken national award winner in two consecutive years.



Mission



Work in partnership with students, families and the community to ensure that each student acquires the knowledge, skills and core values necessary to achieve personal success and to enrich the community.



Vision



By 2012, we envision that every school will be a thriving, dynamic and inspiring educational environment that produces self-directed learners and stimulates citizens of all ages to trust in, invest in and benefit from public education.



Challenges

- No Child Left Behind
- Rapid Growth
- School Safety and Health
- Teacher Shortages





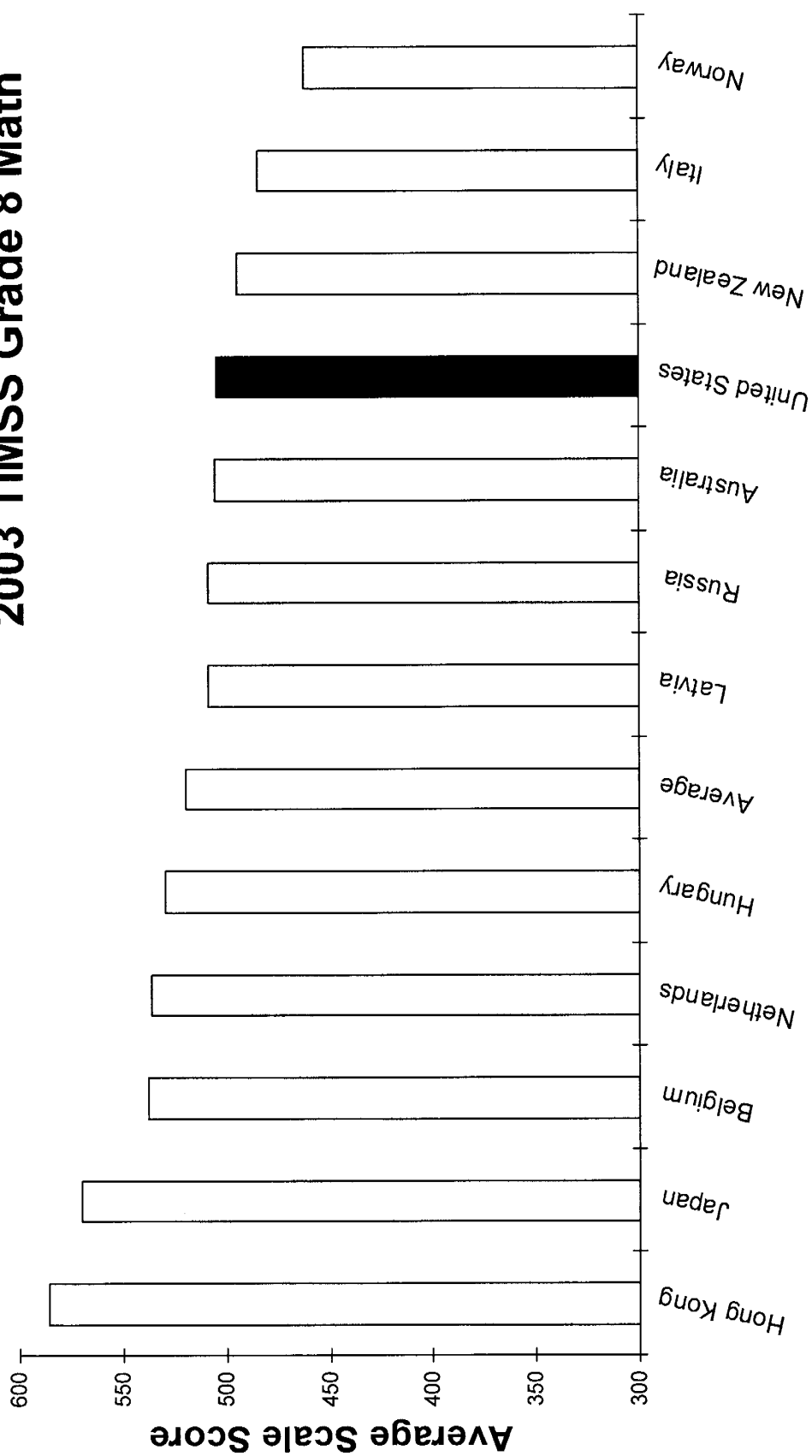
Challenges – Narrowing Achievement Gaps

The No Child Left Behind (NCLB) Act was passed by Congress and signed into law by President Bush in 2001.

The objective of NCLB is to “improve the performance of America's elementary and secondary schools while at the same time ensuring that no child is trapped in a failing school.”

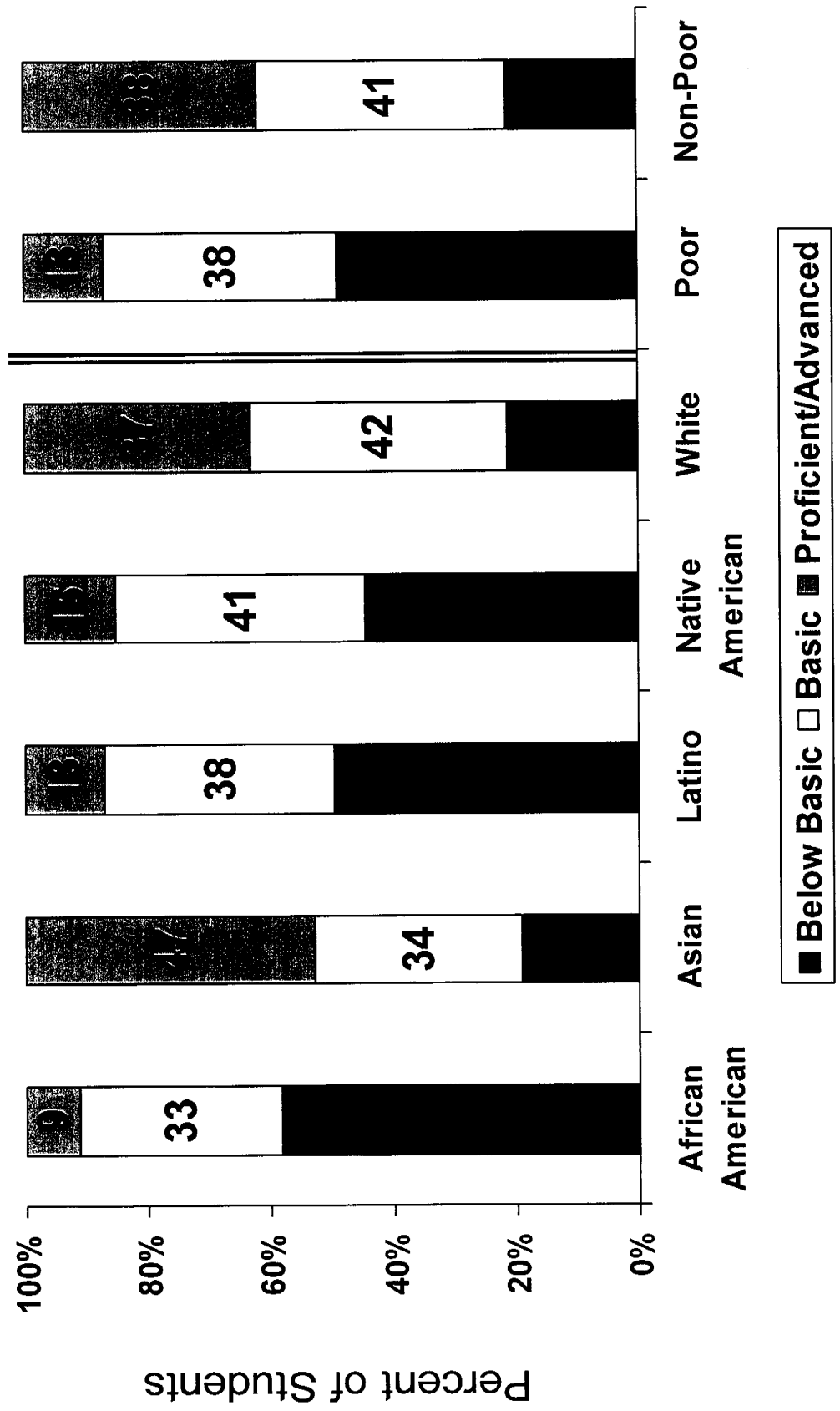
Challenges – Narrowing Achievement Gaps

2003 TIMSS Grade 8 Math



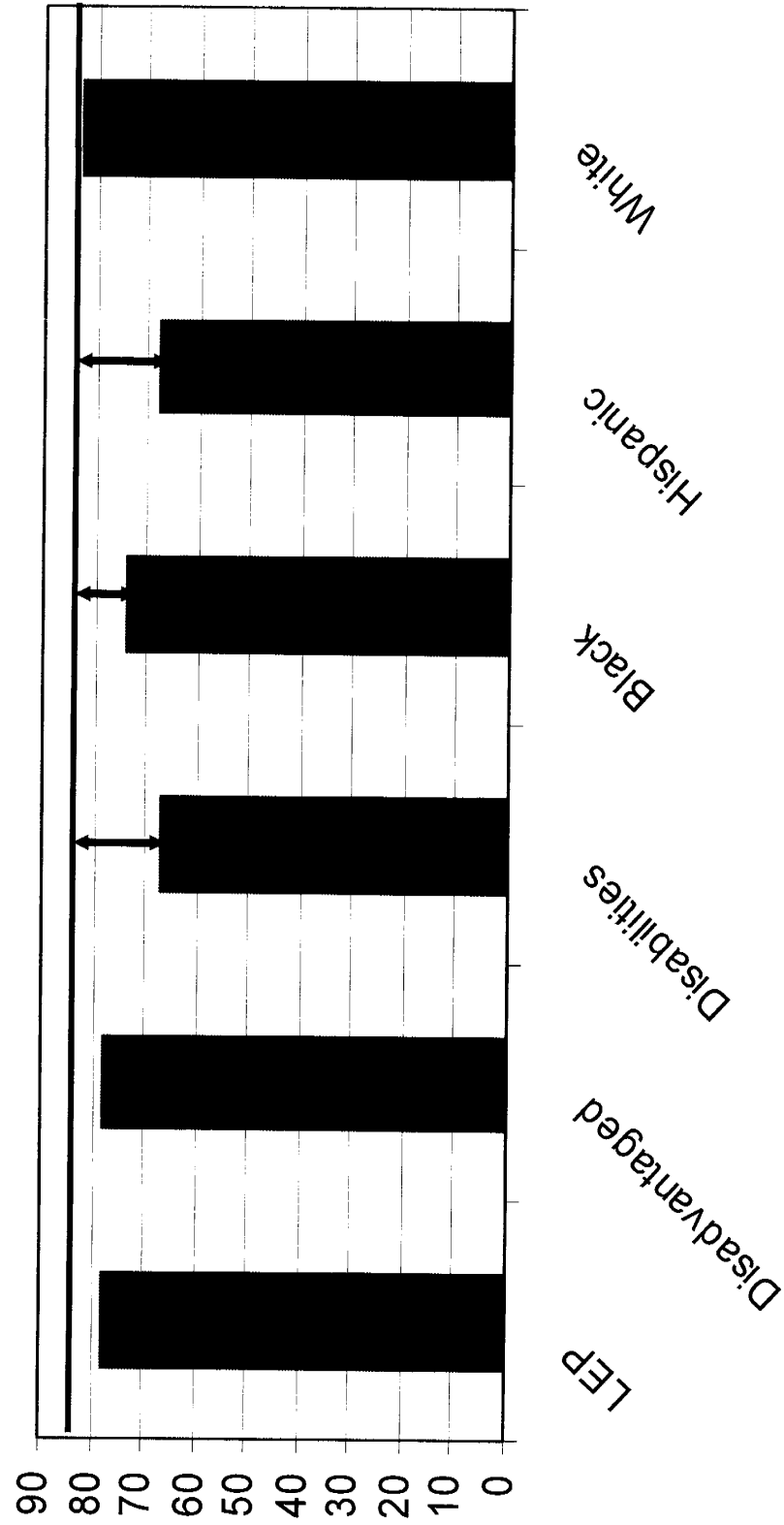
Challenges – Narrowing Achievement Gaps

2005 NAEP Grade 8 Math



Challenges – Narrowing Achievement Gaps


CCPS - 2006 SOL Mathematics






Challenges – Rapid Growth

- System continues to grow nearly 1,100 students annually – enough to fill one new elementary or new middle school each year
 - Nearly 300 classroom trailers in use
- Enrollment of students with special needs continue to grow in both numbers and cost
 - Students for whom English is a second language
 - Students with disabilities
 - Students living in poverty




Challenges – School Safety and Health

- Parents entrust their children to us and expect we will provide a safe, secure learning environment. To do so we must monitor behaviors in more than 7 million square feet of building space
- Safety of students who attend class in trailers remains a concern
- Crisis management and prevention efforts must be reviewed, updated, and shared constantly
- Childhood obesity is a growing national problem. We must continue to provide healthy, nutritious meals and provide a good model of health behavior



Challenges – Teacher Shortages


- Twenty-five percent of our current teachers can retire from the VRS
- Growth requires additional teachers each year
- Teacher shortages in math, science, world languages, special education, and technology education force us to compete through our salary and benefits package
- A more diverse quality teacher candidate pool is required to match the growing diversity in our student population



Design for Excellence

Goals

1. Academic excellence for all students
2. Safe, supportive learning environment
3. A knowledgeable and competent workforce
4. Community investment in public schools

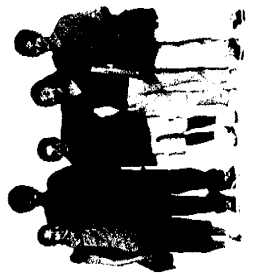


FY2008 Funding

- The School Board's financial plan totals \$572.1 million
- This is an increase of 10.0% over FY2007
- New resources of \$51.9 million will help to address our challenges and move toward our goals

Goal #1

Academic Excellence for all students



- Prepare students, through high expectations and rigorous coursework, to become citizens who are self-directed learners with 21st century skills

● Textbook adoptions	\$2,800,000
● 2 new elementary schools	1,892,200
● Staffing for growth	1,261,600
● Regional programs	318,000
● AP tests and industry certifications	241,000
● Elementary world languages	100,000

Goal #1

Academic Excellence for all students



- Implement a plan to close achievement gaps and foster equity for all students groups in No Child Left Behind through adequate yearly progress and enhanced competency in reading and mathematics

● Reading & math support	\$3,500,000
● Special Program Staffing	2,200,000
● Preschool initiative	750,000
● Special education coordinators	250,000
● Comprehensive Services	138,400

Goal #2

Safe and supportive learning environment

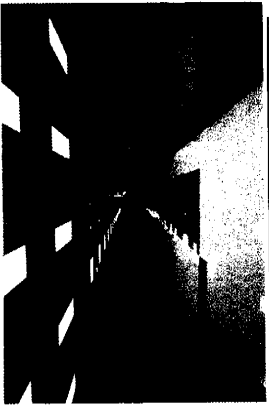


- Provide safety nets and relationships to ensure student success academically, socially, emotionally and physically

● Alternative program for middle school students	\$257,300
● Falling Creek Middle School assistance	151,700
● Wellness grants	110,000
● Safety nets to be developed by innovation teams	1,550,000

Goal #2

Safe and supportive learning environment



- Provide safe and secure school buildings
 - CIP reserve \$9,122,950
 - Debt service 4,311,000
 - County services 1,024,000
 - Planning for new middle schools 220,000
- Enhance student and staff demonstration of core values and citizenship skills
 - Student planners \$ 175,000

Goal #3

Knowledgeable and competent workforce



- Develop a diverse workforce committed to student success in school and after graduation
 - Compensation plan \$14,226,800
 - VRS & group life 4,092,150
 - Health insurance 2,700,000
- Support all employees in the development of individual professional growth plans
 - Tuition reimbursement \$ 100,000

Goal #4

Community Investment

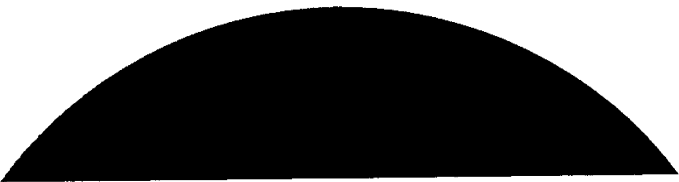


- Engage families, partners, volunteers, and citizens in learning initiatives
 - Partners
 - Chesterfield Public Education Foundation
 - Faith communities
 - Parent Teacher Association
 - Committee on the Future
 - School Board Public Engagement Sessions
 - Community Forums
 - Boundary Change Committees



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Questions?

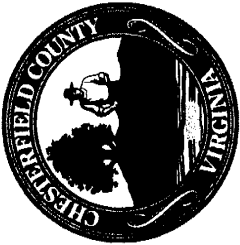




Board of Supervisors

March 14, 2007

**Management Services FY 2008
Budget Presentation**



Management Services Departments

Accounting

**Constitutional
Officers**

**Environmental &
Security Mgt.**

General Services

IST

Internal Audit

License Inspector

Purchasing

**Real Estate
Assessment**

Registrar

Risk Management

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Funding Picture

	<u>FY 07 Adopted</u>	<u>FY 08 Proposed</u>	<u>FY 08 \$ Change</u>
Citizen Services	\$7,690,900	\$ 8,314,000	\$623,100
Courts & Criminal Justice	\$31,427,000	\$34,849,900	\$3,422,900
Financial & Support	\$56,111,600	\$61,430,300	\$ 5,318,700
Risk Mgt. Reserves	\$0	\$ 2,844,200	\$ 2,844,200
TOTALS	\$95,229,500	\$107,438,400	\$12,208,900

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Management Services

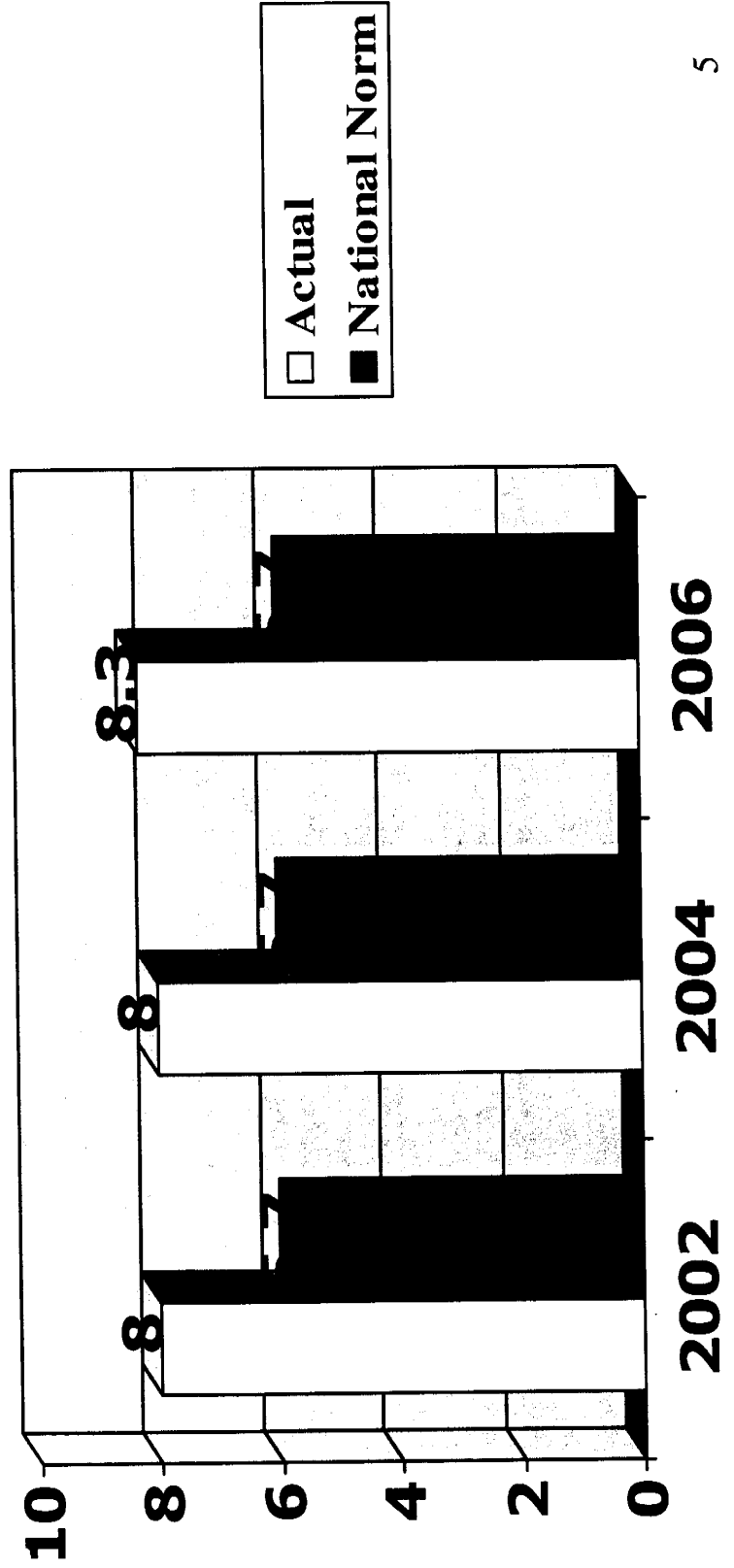
Reasons for Major Increases

<u>Operating</u>	
Salaries and Benefits	\$4,260,200
Fuel and Energy	\$2,747,700
Sheriff's Office Additional Costs	\$ 748,500
Systems Design and Development	\$ 419,600
Balance of Operating for CD Building B&G	\$ 303,200
Curbside Recycling & Transfer Stations	\$ 269,100
In Focus Hardware & Software Maint. & Support	\$ 188,000
Upgrade Grounds Maintenance	\$ 166,100
All Others	<u>\$ 262,300</u>
Subtotal	\$9,364,700
Risk Mgt. Reserves	\$2,844,200
TOTAL	\$12,208,900



Exemplary Stewardship

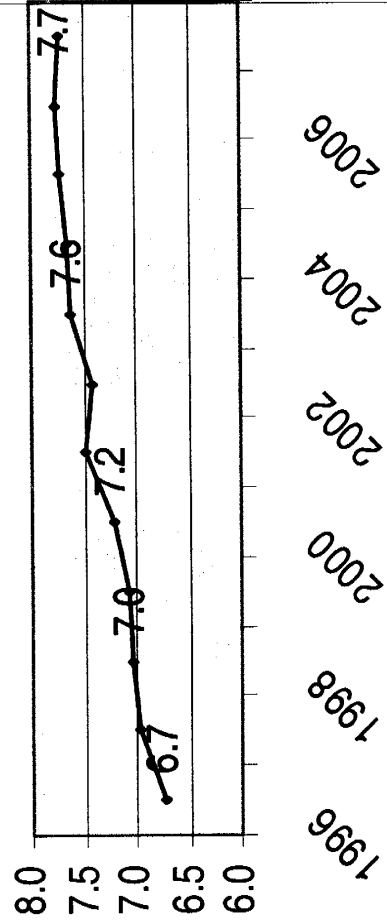
OCA Values & Ethics Scores



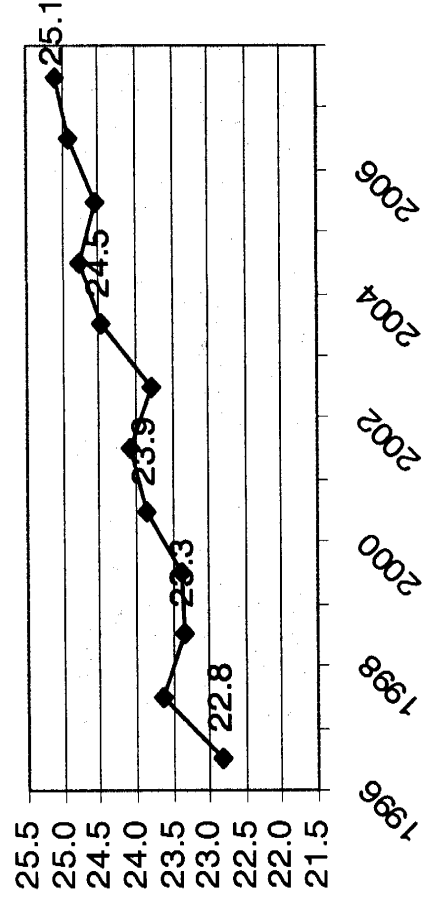


Exemplary Stewardship Staffing Ratios

Number of County Employees Supported
Per Mgt. Services Employee



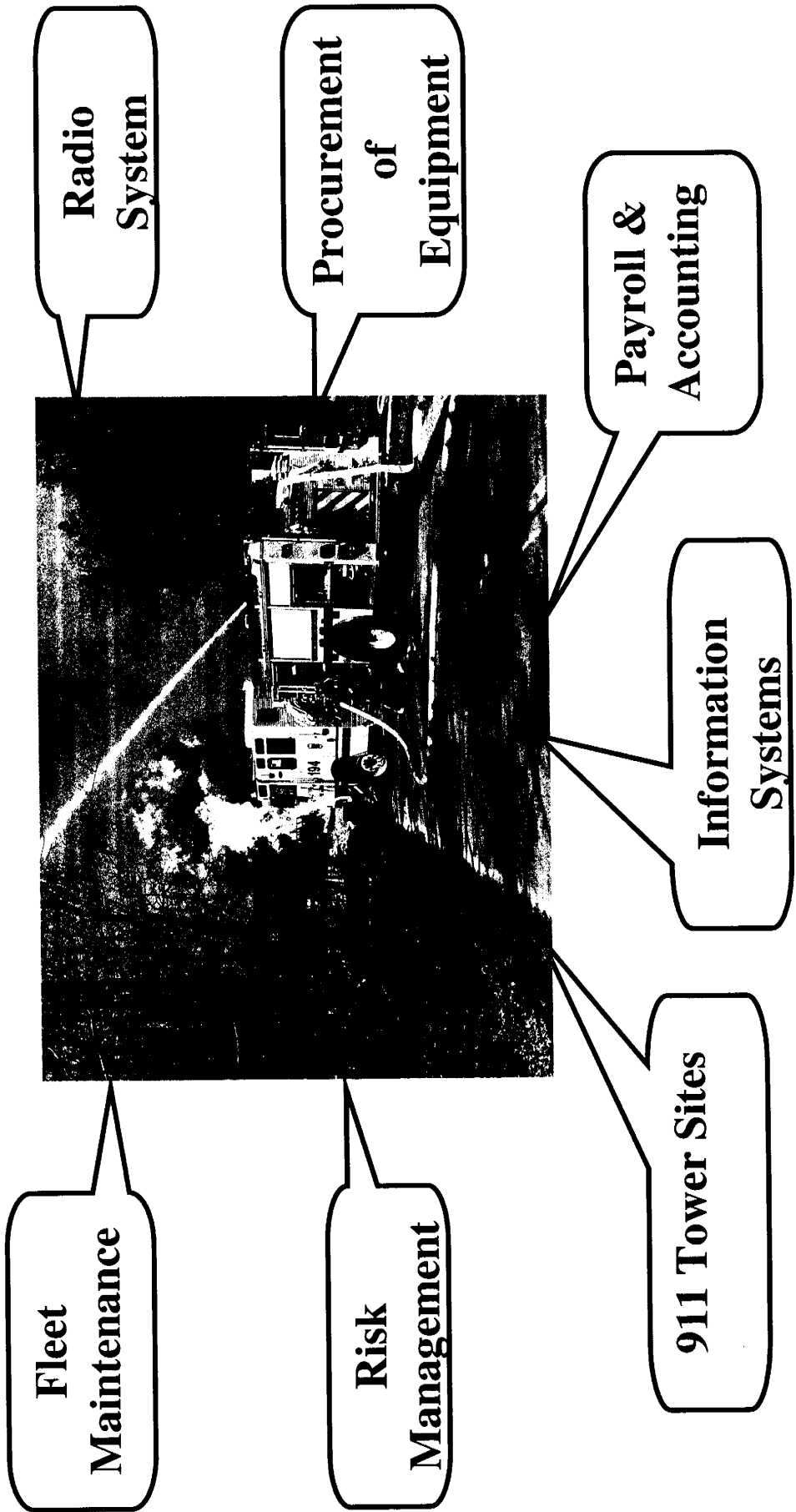
Number of County & School Employees
Supported Per Mgt. Services Employee





Exemplary Stewardship

Support Services



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Exemplary Stewardship

Purchasing Staff Ratio

FY85

Total Employees = 5,655

Prof Buying Staff = 7

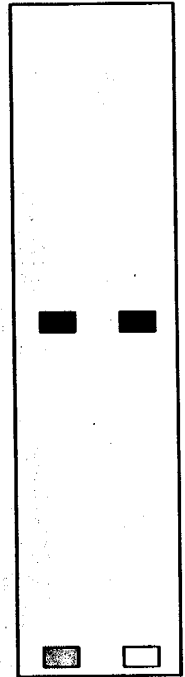
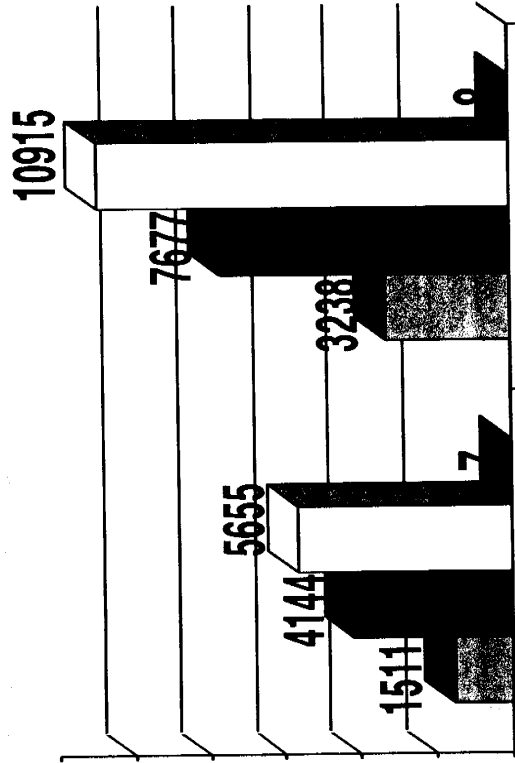
Ratio = 1/807

FY07

Total Employees = 10,915

Prof Buying Staff = 8

Ratio 1/1,364

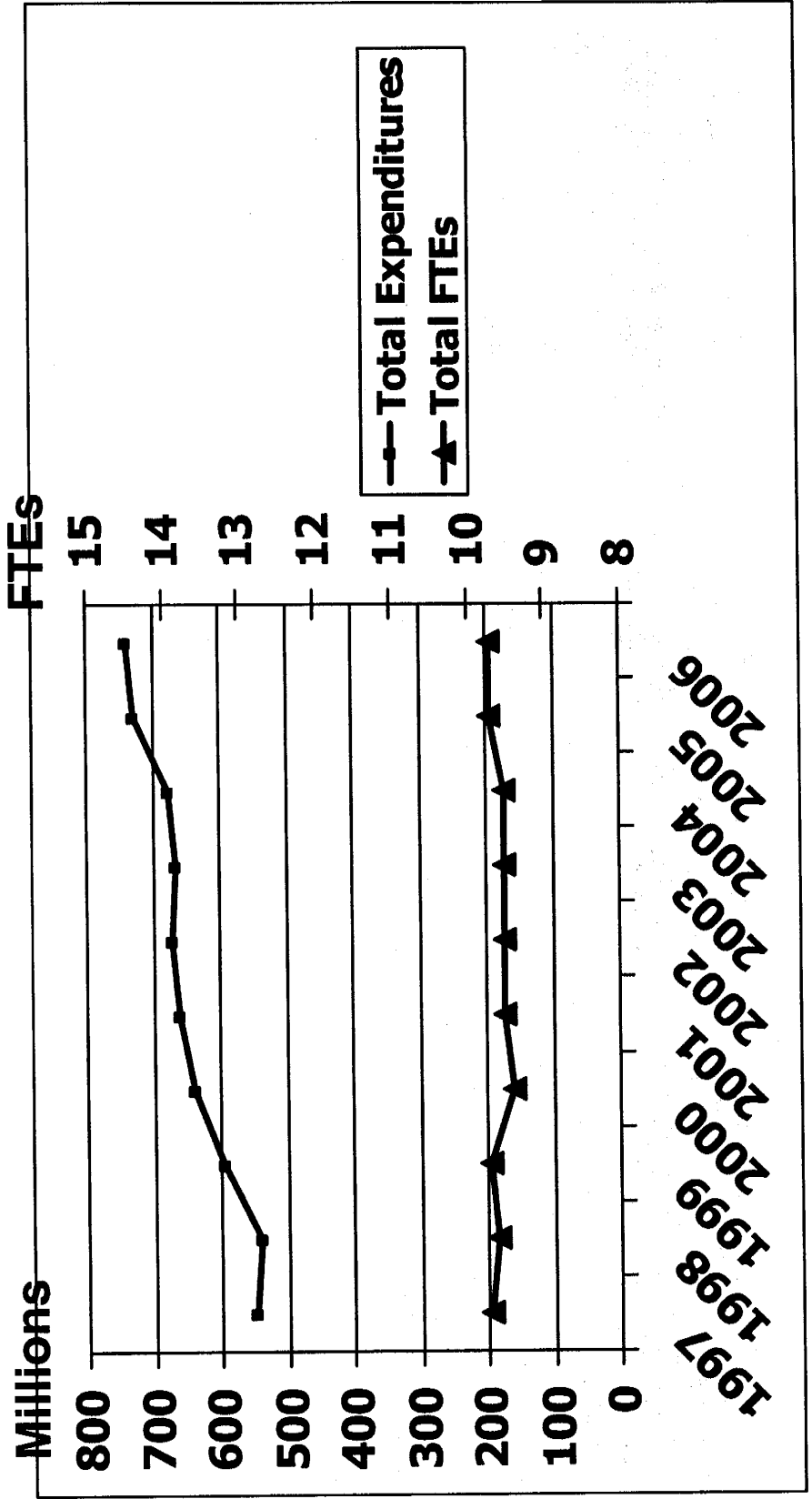


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Exemplary Stewardship

Growth – Constant Dollars Compared to FTEs in General Accounting Section

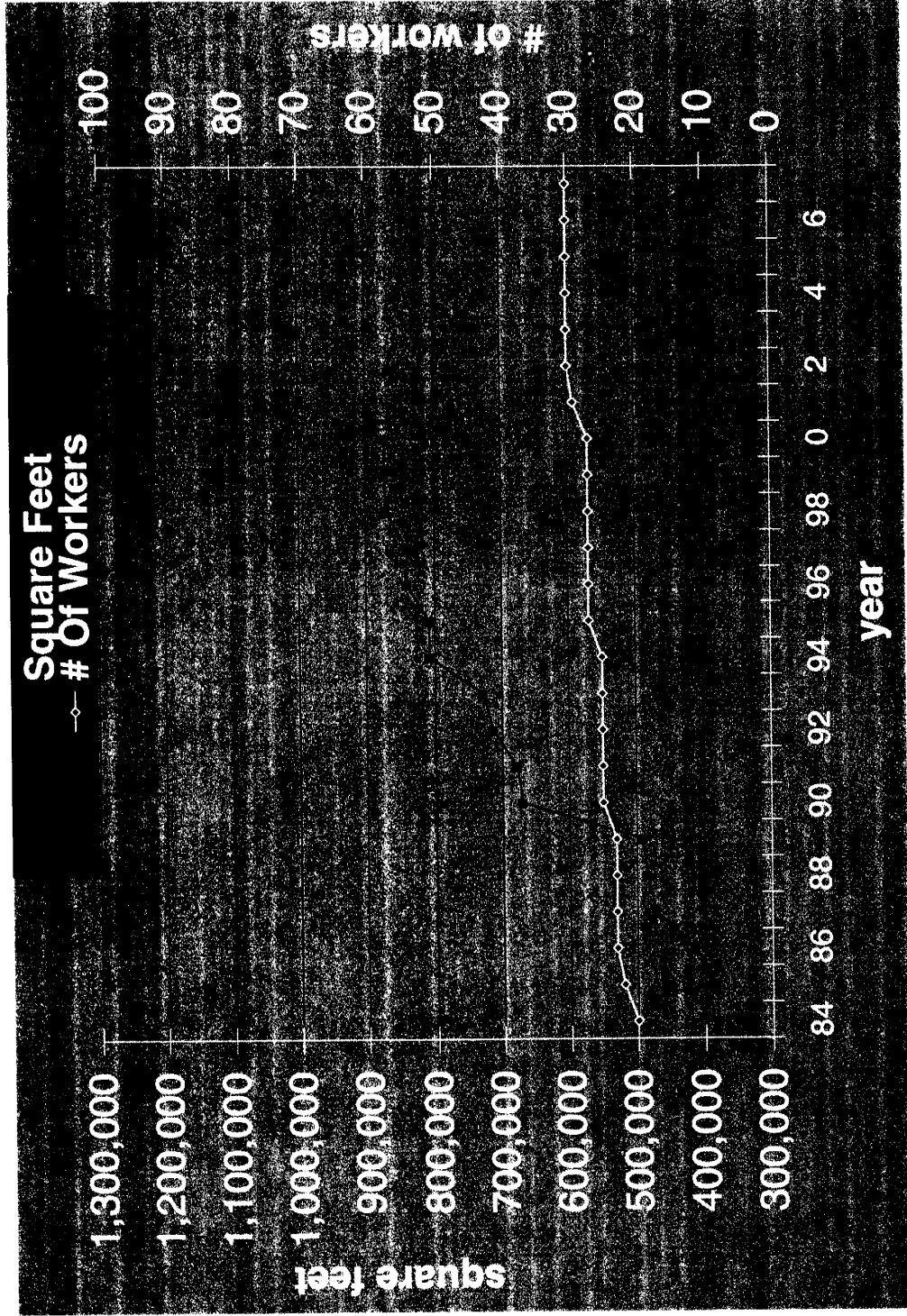


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Exemplary Stewardship

SF/Maintenance Worker



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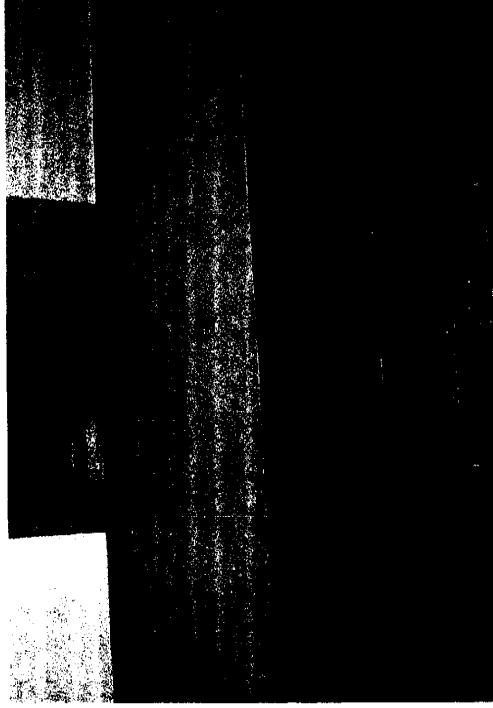


Exemplary Stewardship

Square Feet to Custodian Ratio

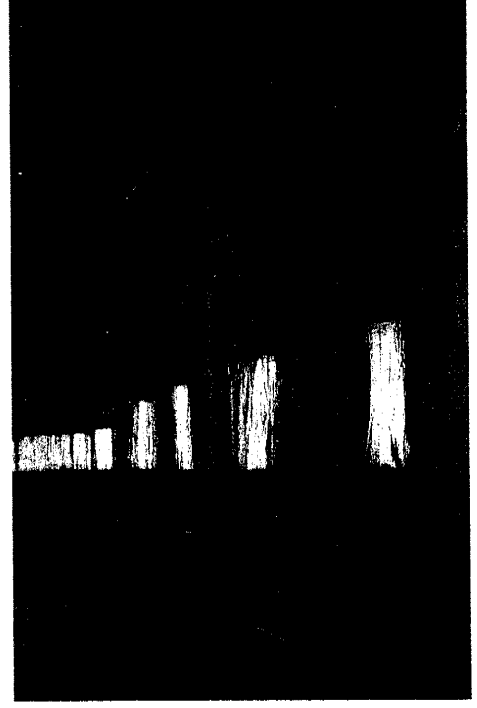
Chesterfield County –

1:17,940 SF



Private Business –

1:8,077 SF

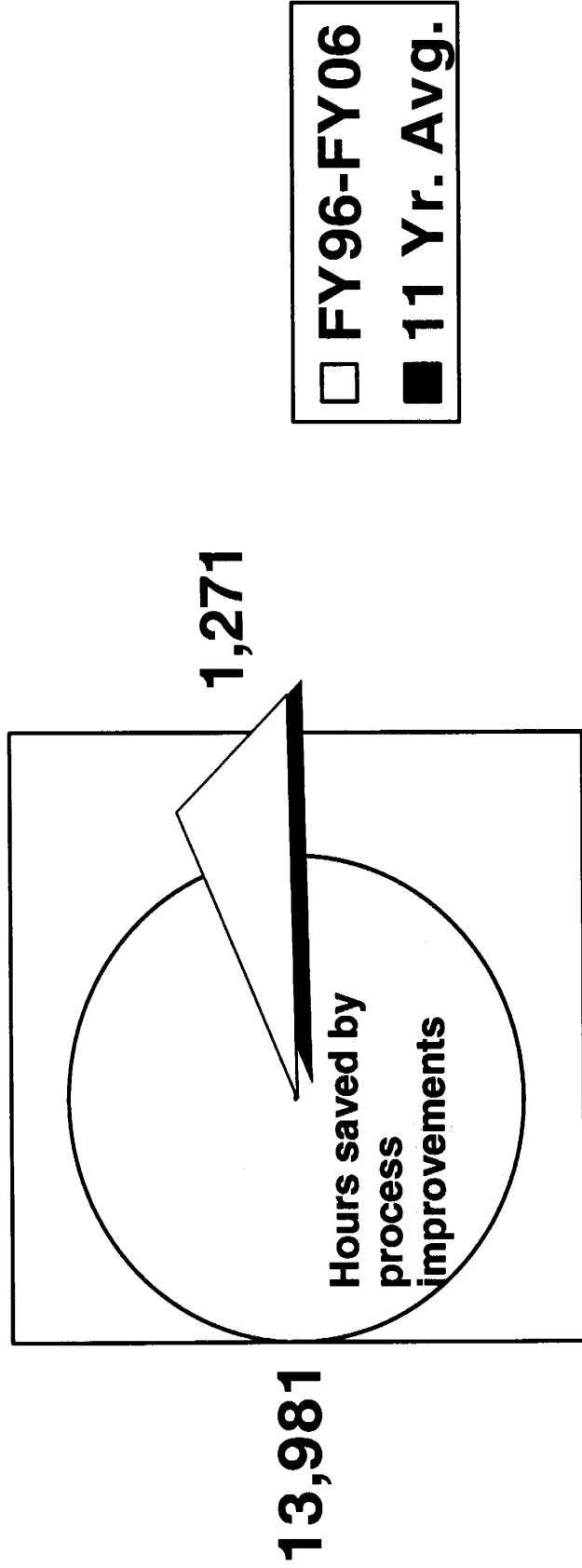




Exemplary Stewardship

Accounting

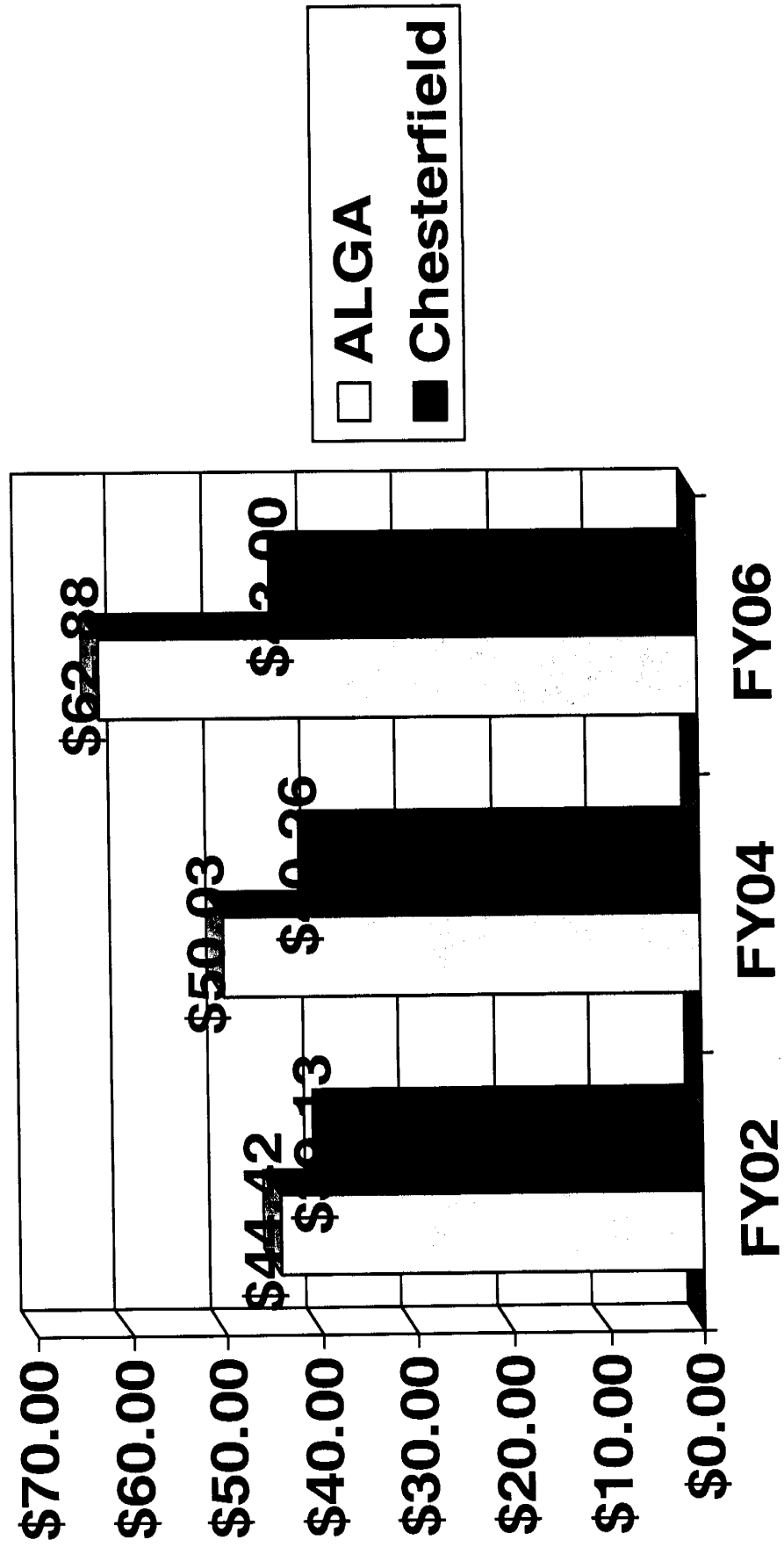
**13,981 hours saved from process improvements
since 1996 - equivalent to 6.72 FTEs**





Exemplary Stewardship

Internal Audit Cost

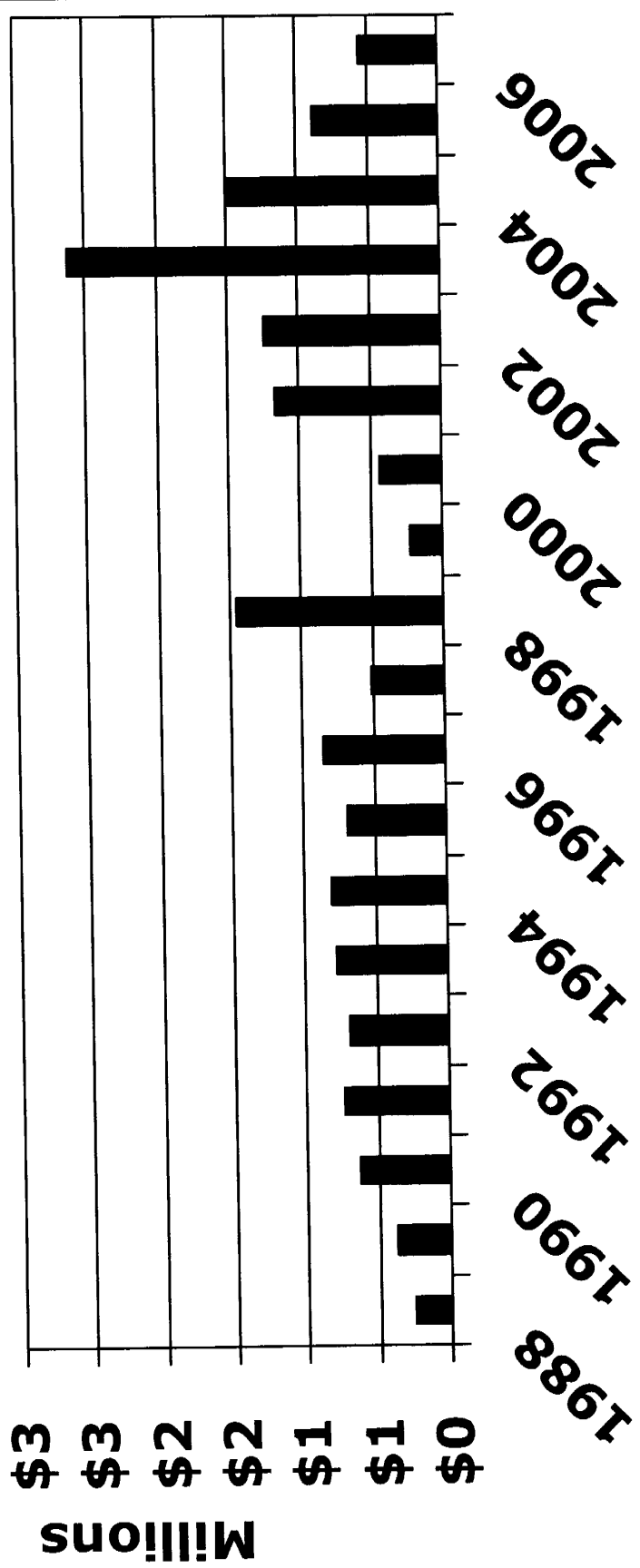




Exemplary Stewardship

Purchasing Department

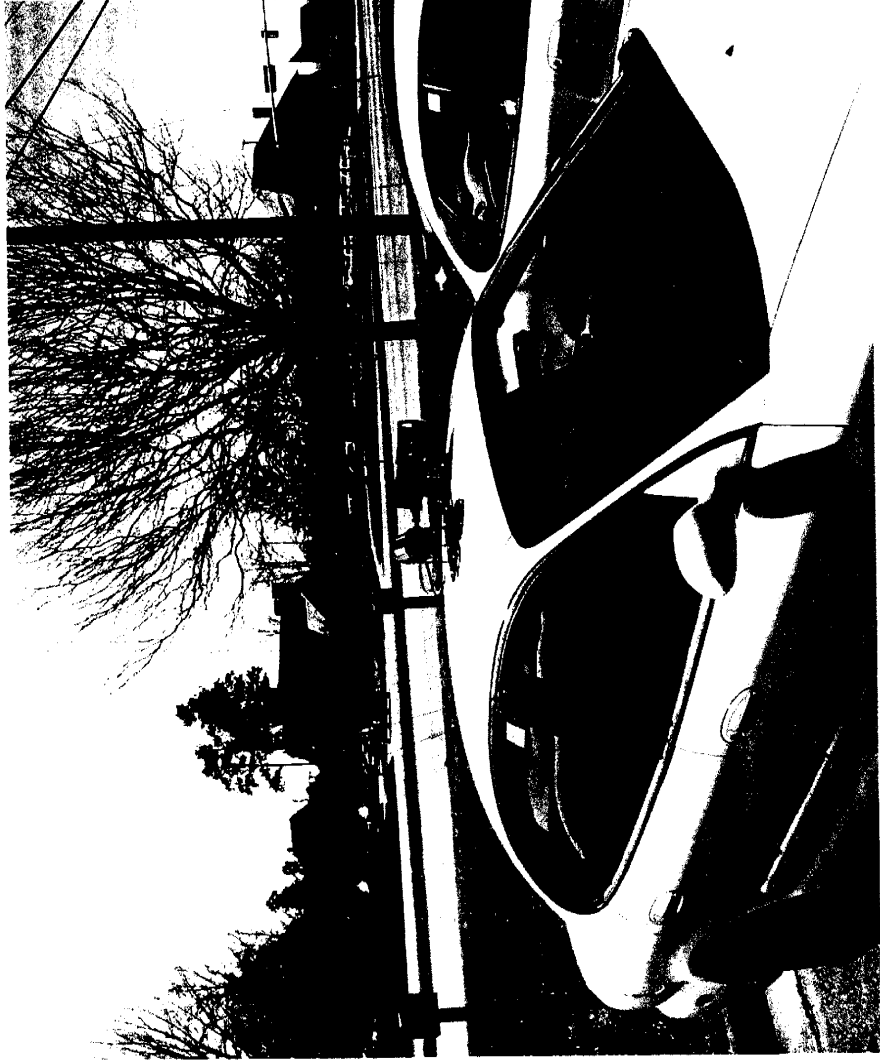
Annual Cost Avoidance Totals
\$16,217,412 Accrued Total (FY87 - FY06)





Exemplary Stewardship

License Inspector Platehunter



Monthly Revenue

FY05 - \$176,967

FY06 - \$120,709

FY07 - \$180,927

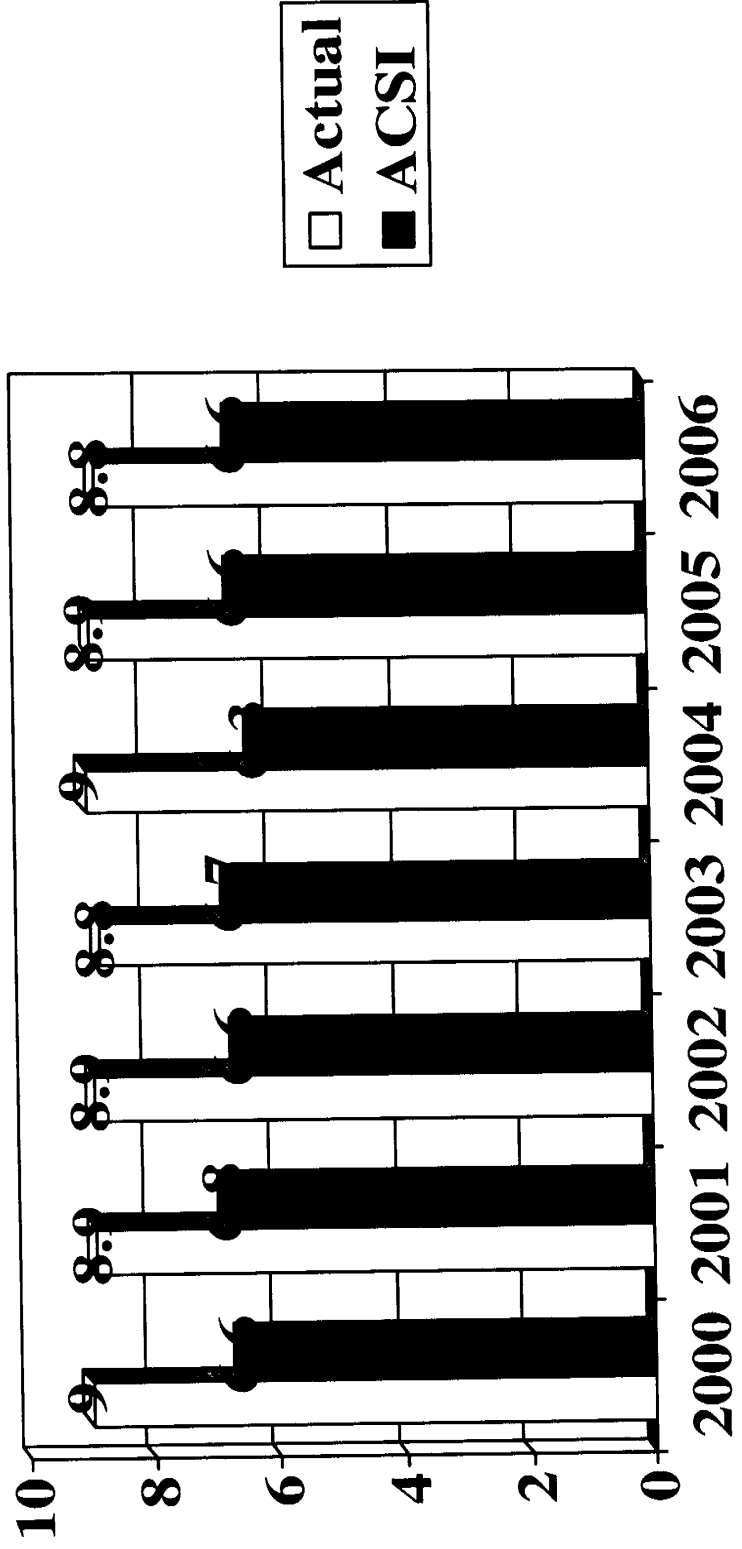
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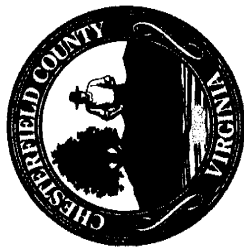


Customer Service

Mgt. Services Departments

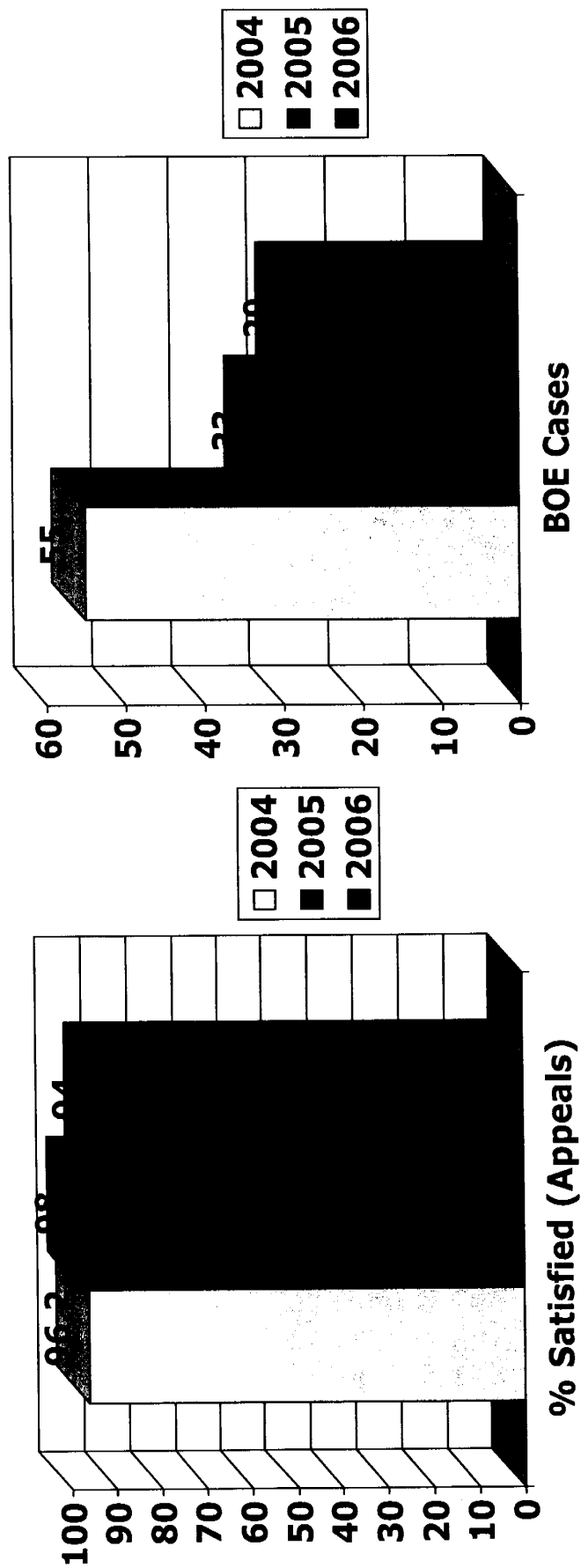
Customer Satisfaction Index





Customer Service

Real Estate Assessment

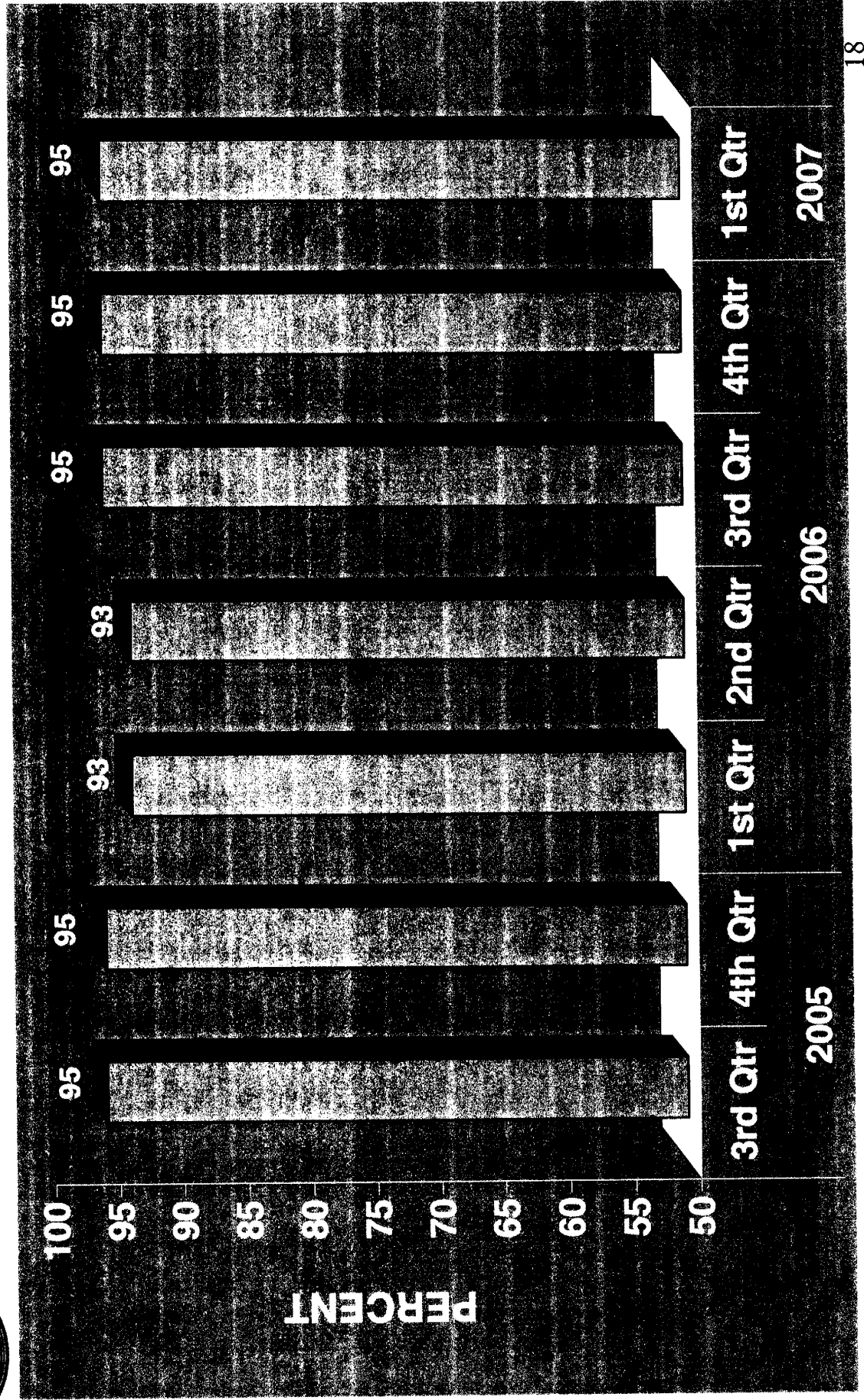


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Customer Service

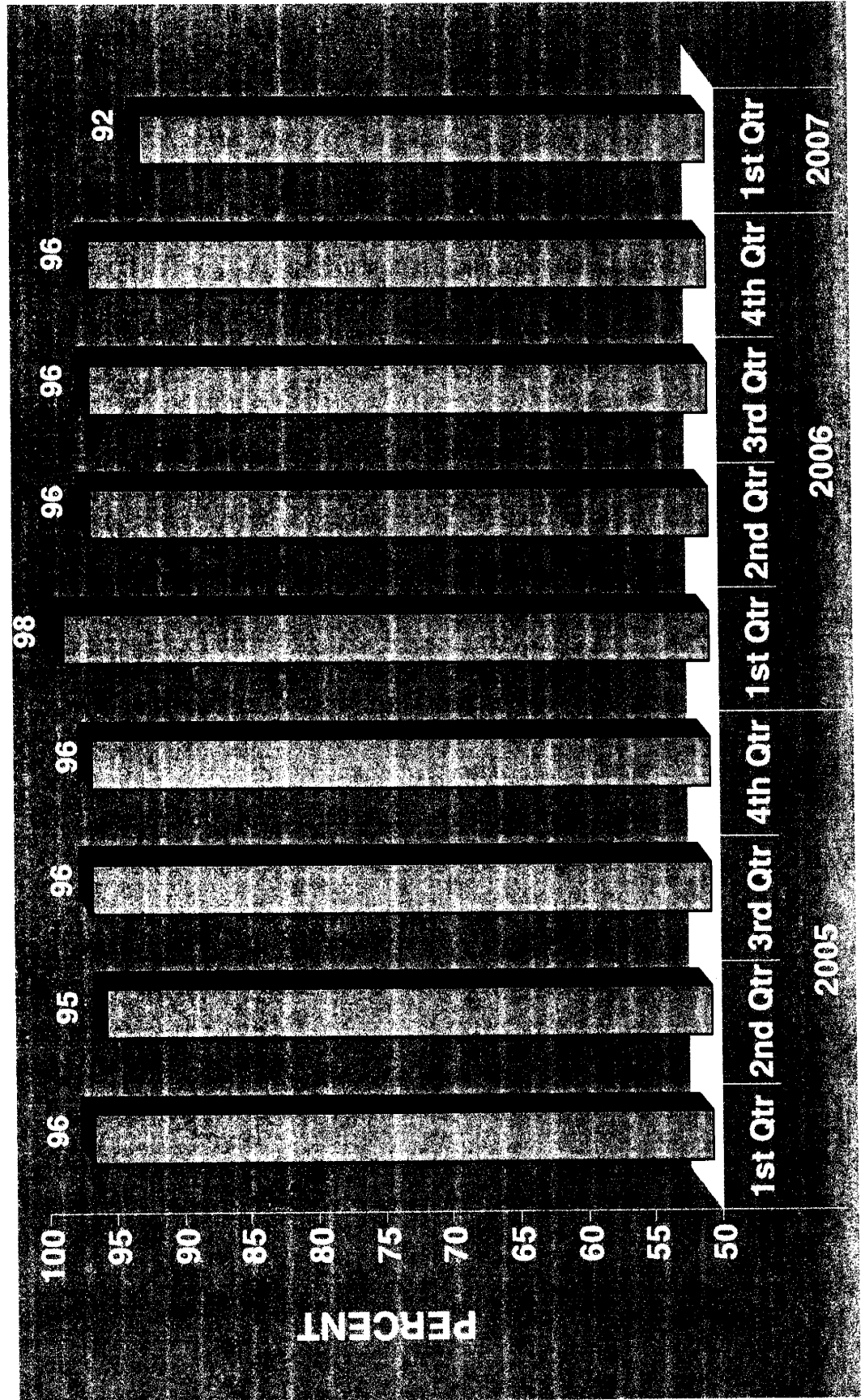
Fire Apparatus Availability Rates





Customer Service

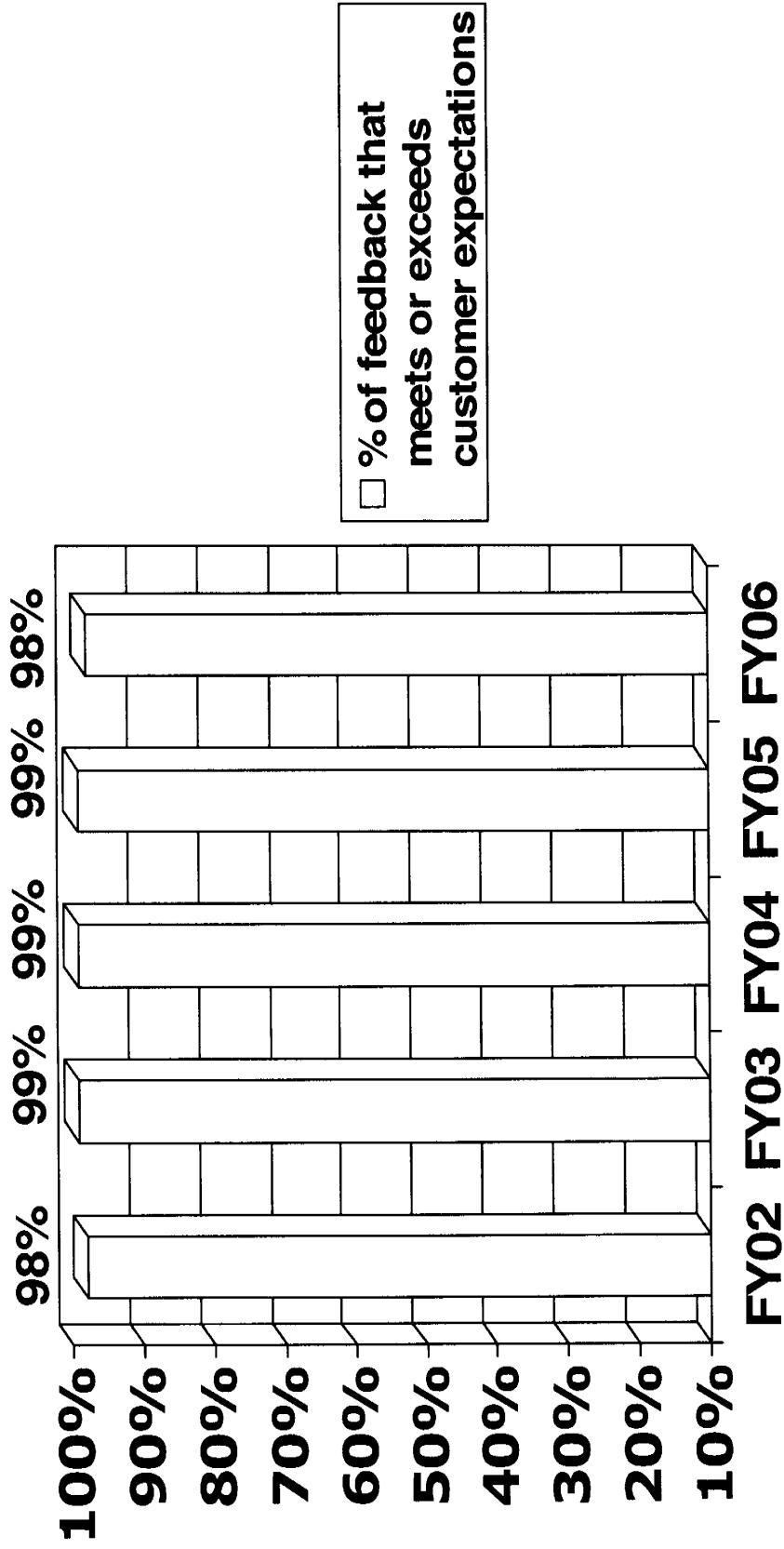
School Bus Availability Rates





Customer Service

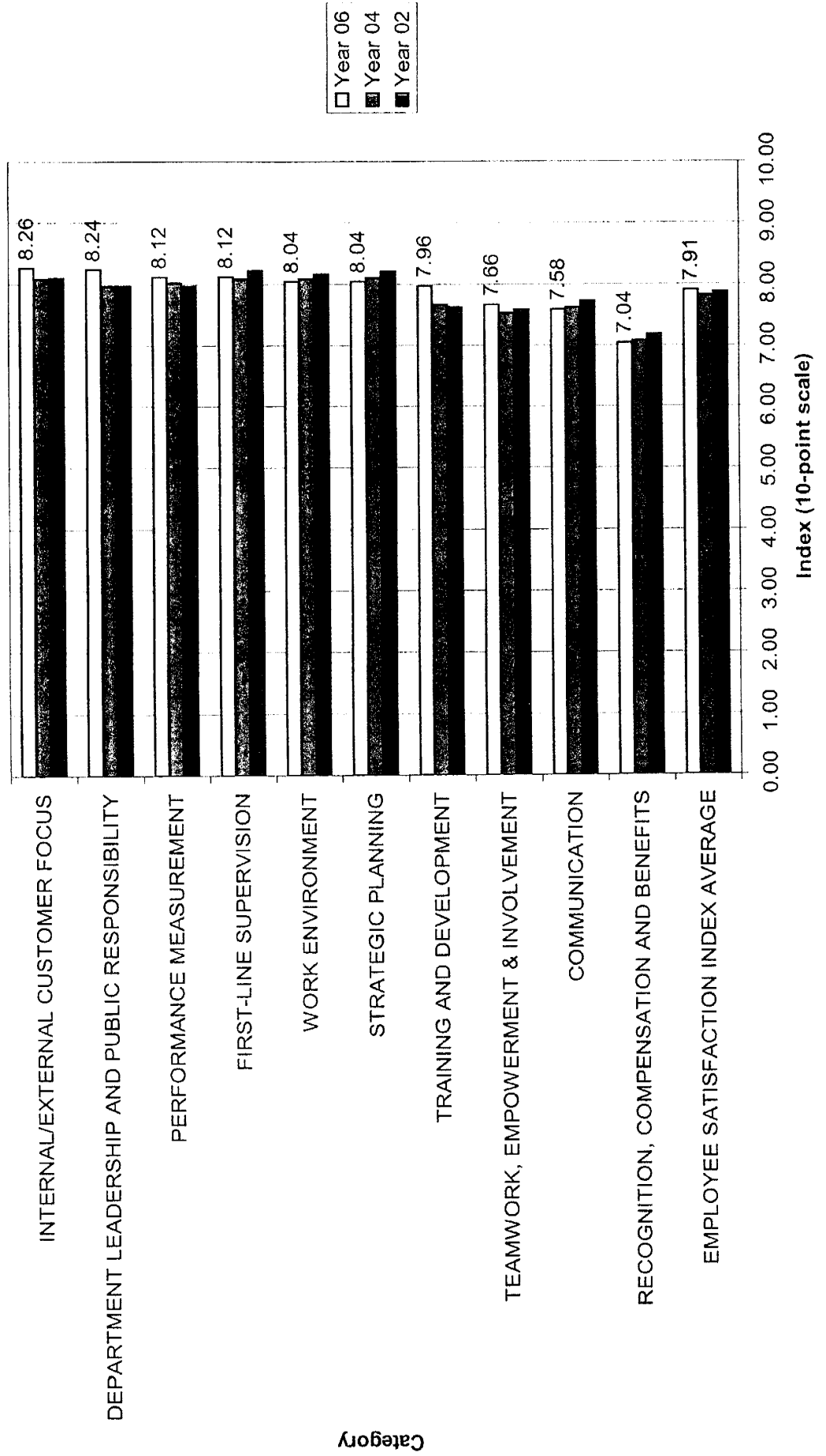
IST Customer Satisfaction





Employer of Choice

Management Services 2006 Employee Satisfaction Index

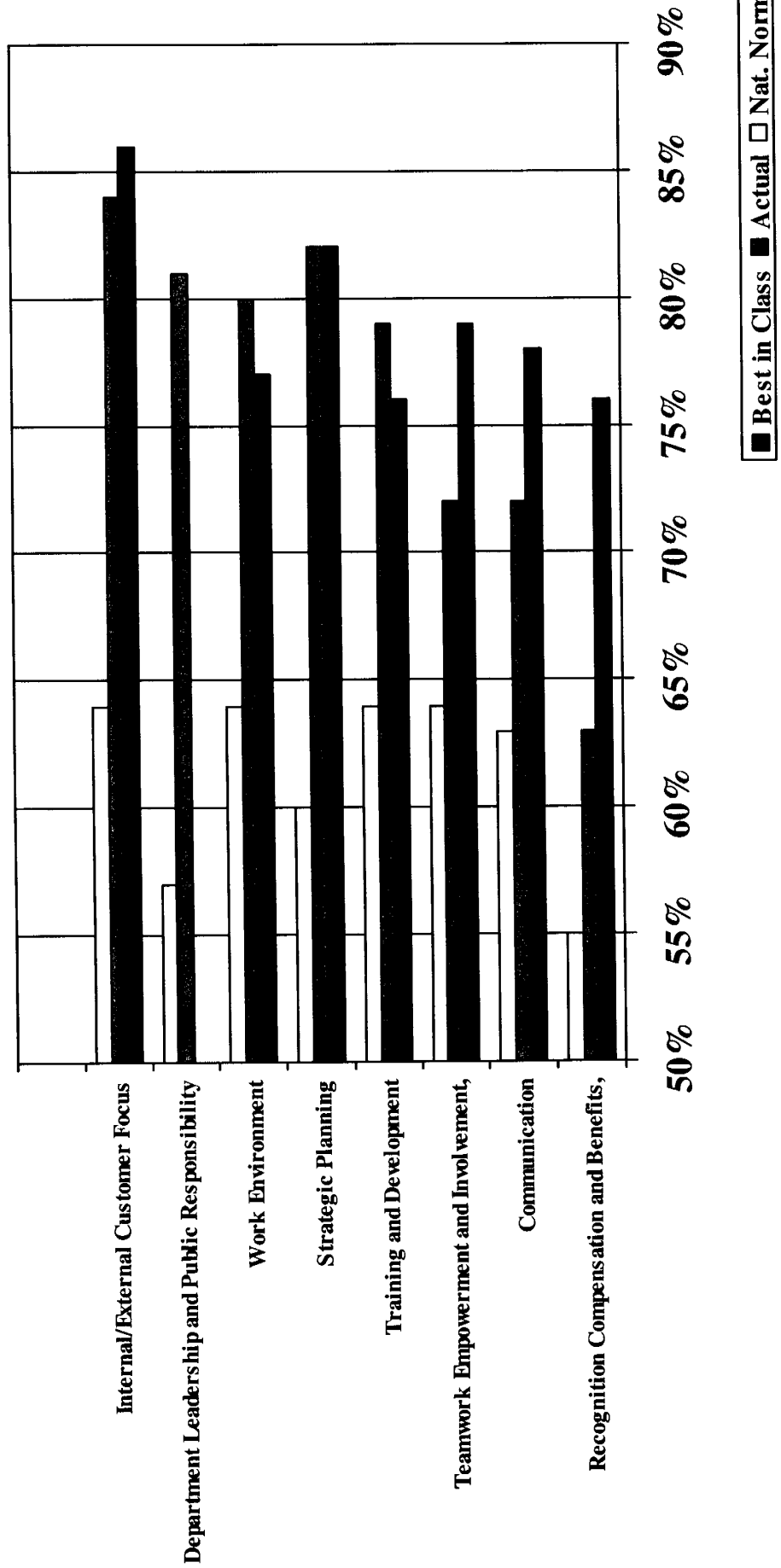


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Employer of Choice

OCA Percent Favorable



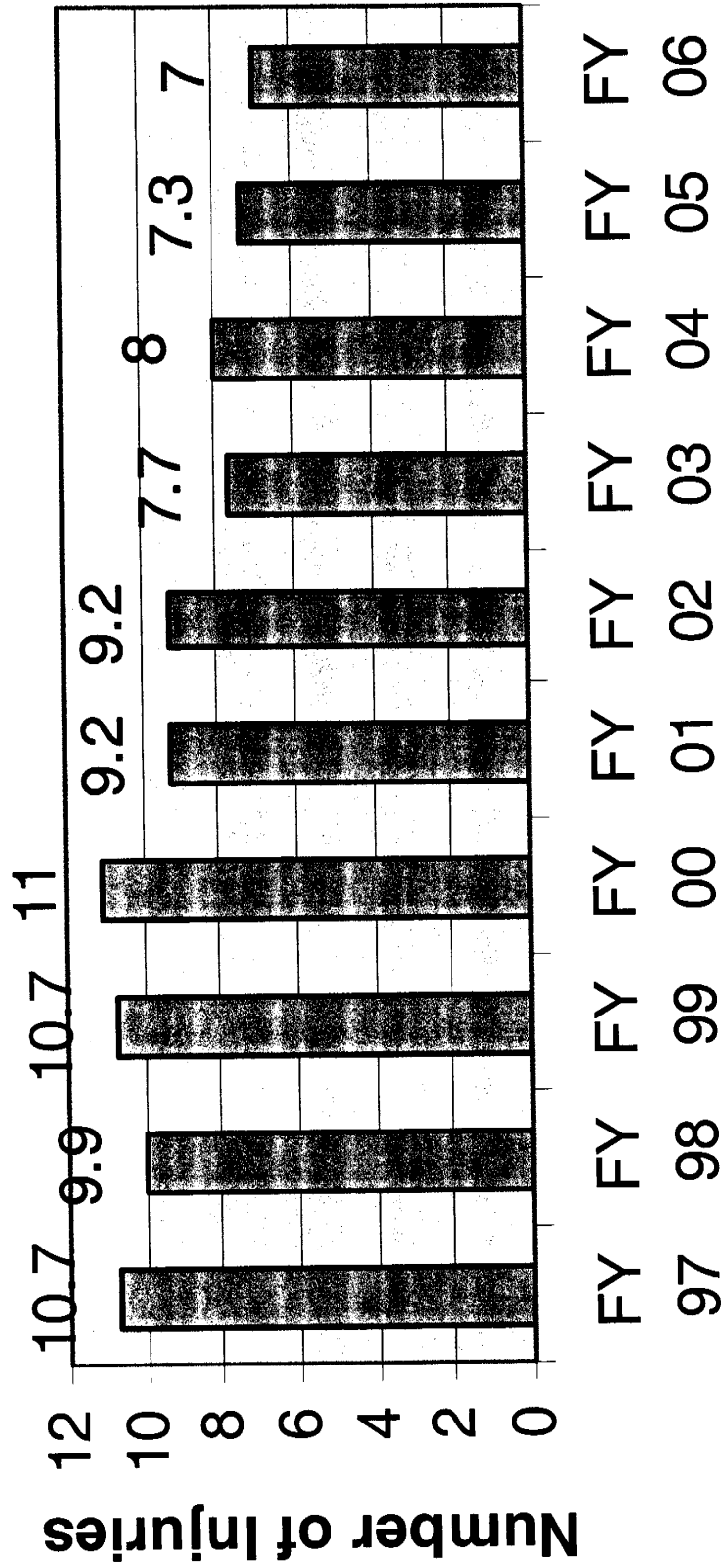
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Employer of Choice

Safe Work Environment

Workers' Compensation Injuries per 100 Employees

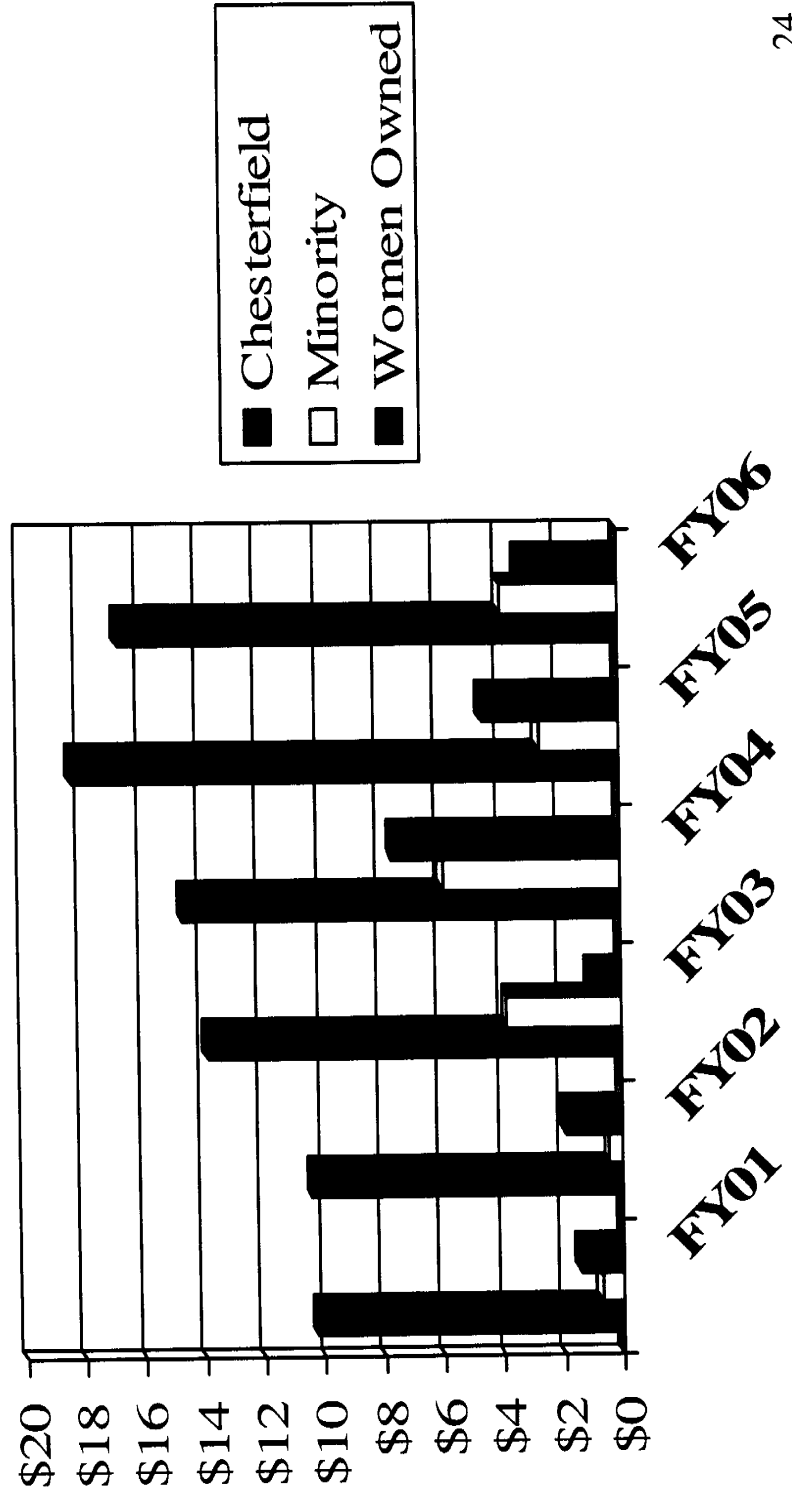


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First Choice Business Community Purchasing Activity

Millions

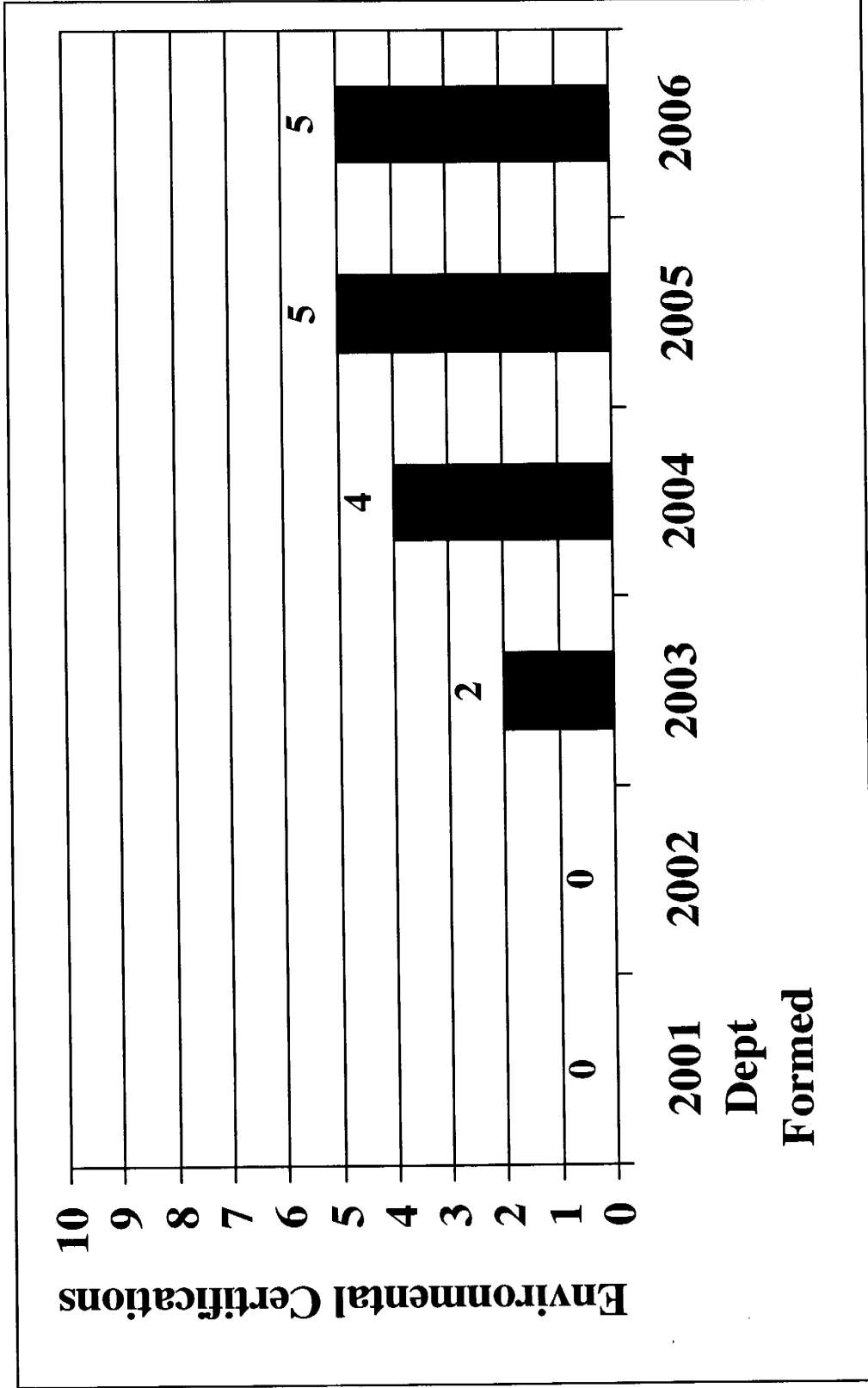


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Protectors of the Environment

Environmental Management Milestones



* VDEQ E2, E3, E4 and ISO 14001

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Protectors of the Environment

1. Pilot Departments

- Fleet Management
- Proctor's Creek WWTP

2. Phase 2 – February 2005

- Parks and Recreation
- Waste and Resource Recovery
- Office of Environmental Mgt.

3. Phase 3 – February 2007

- Falling Creek WWTP
- Buildings & Grounds

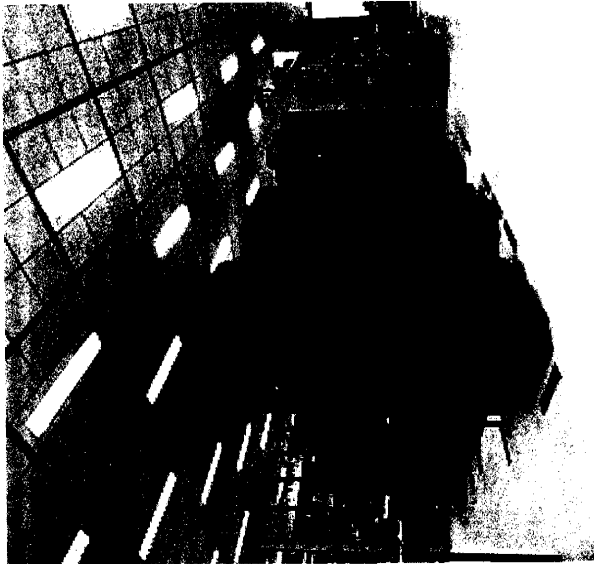
4. Phase 4 – February 2009

- Fire Department
- Utilities Operations
- Airport





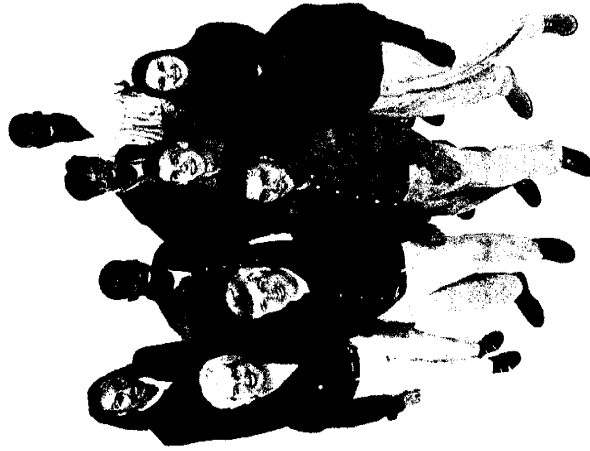
Challenges



Technology



**Energy
Efficiency**



Staffing



Technology

- **Increase in Internet based business systems**
- **Maintaining skilled IT workforce**
- **IT Security threats and responsibilities**
- **Increase in Automation systems**
- **Pace of Technology change**
- **Escalating maintenance cost of software**



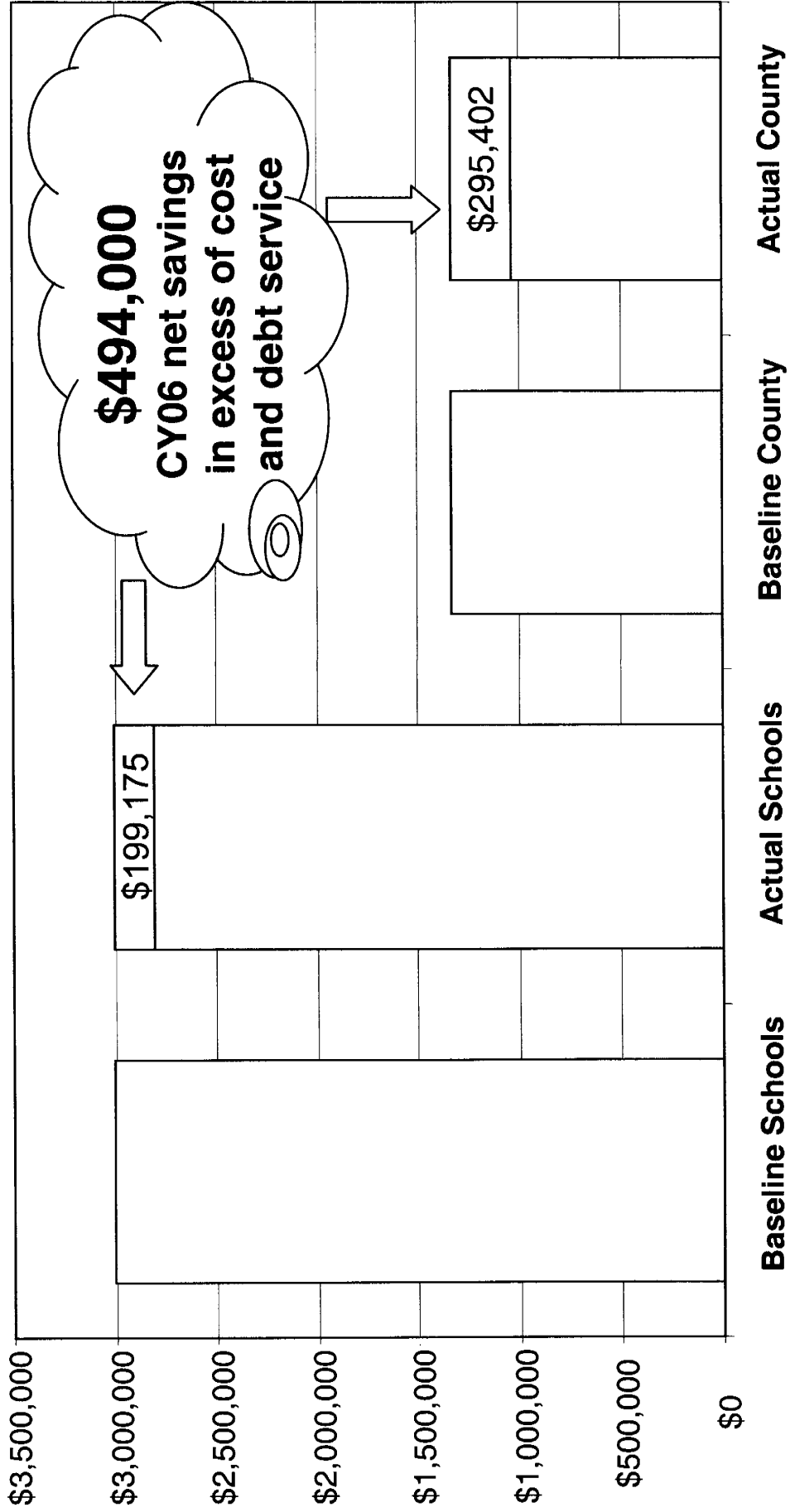
Staffing

- Retirements of experienced workers that are hard to replace
- Continuing to add more buildings as well as aging of existing buildings
- Supporting staff not growing as fast as service demands
- Technical and financial staff hard to replace



Future Opportunities

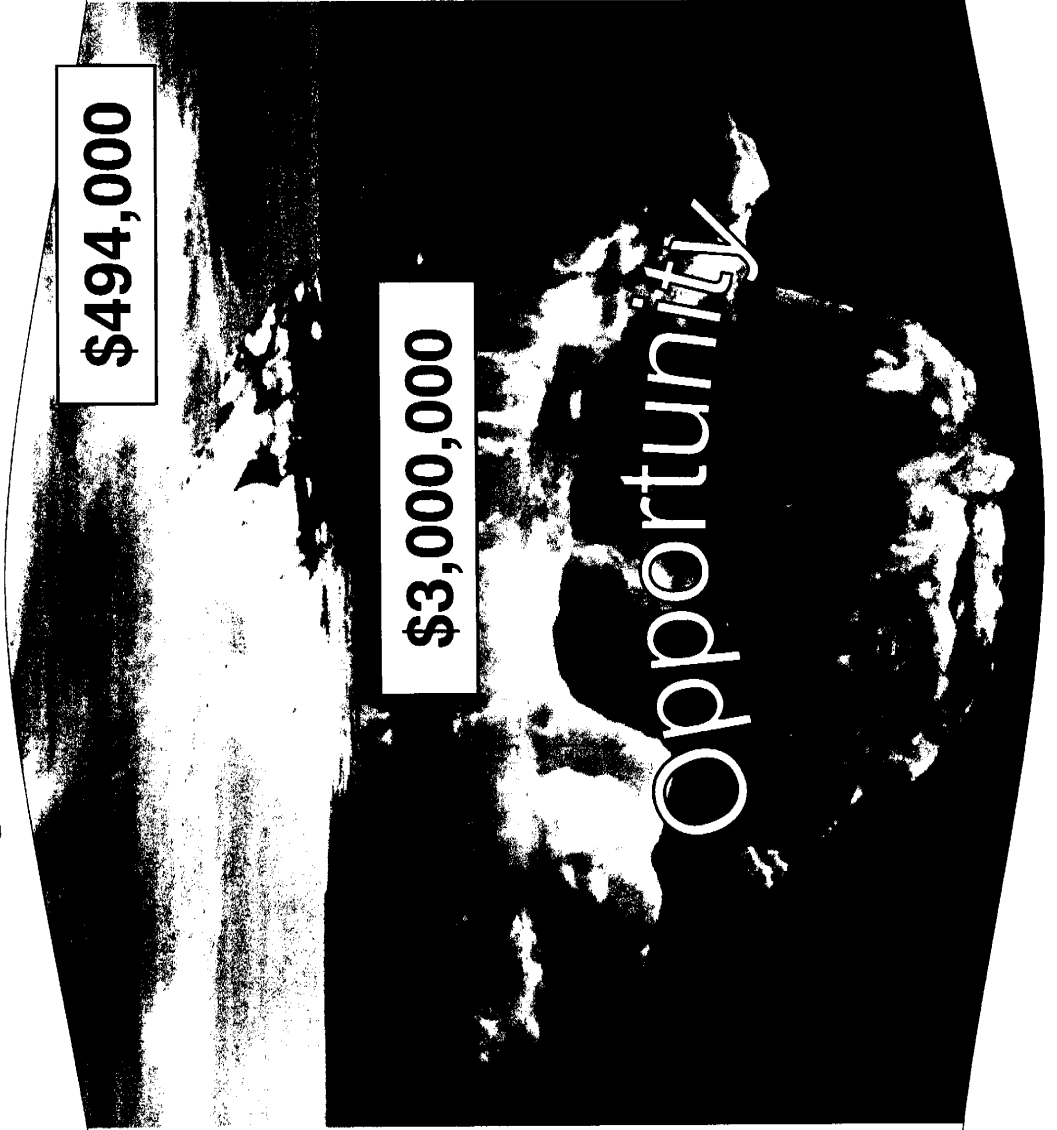
Energy Office Initiatives





Future Opportunities

Tip of the Iceberg



000063



Questions?

000064



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 14, 2007

Item Number: 8.A.

Subject:

Approval of the Wastewater Supply Agreement between Chesterfield County and Virginia Electric and Power Company (Dominion Virginia Power) in a format acceptable to the County Attorney

County Administrator's Comments:

Recommend Approval

County Administrator: _____

[Signature]

Board Action Requested: The Board is requested to approve the Wastewater Supply Agreement between Chesterfield County and Virginia Electric and Power Company (Dominion Virginia Power) and authorize the County Administrator to execute the agreement.

Summary of Information:

Chesterfield County and Virginia Electric and Power Company (Dominion Virginia Power) have developed an agreement whereby Chesterfield County's Proctor's Creek Wastewater Treatment Facility will supply treated wastewater to Dominion Virginia Power to serve as process water for the power facility. By this agreement, Dominion Virginia Power will utilize the treated effluent as a reliable, consistent, high quality process water source, while Chesterfield County will benefit from the reduced pollutant values, in particular the nutrient content that will no longer be discharged into the James River. The volume of wastewater effluent redirected from the James River to Dominion Virginia Power is anticipated to be approximately 9.5 million gallons per day by 2010. This project represents the largest wastewater reclamation and reuse project in the Commonwealth of Virginia. Dominion Virginia Power will construct, operate and maintain all of the facilities prescribed in this agreement at Dominion Virginia Power's sole cost and expense. No funding from Chesterfield County is necessary.

District: Bermuda

Preparer: _____ Roy E. Covington, P.E.

Title: _____ Director of Utilities

Attachments:



Yes

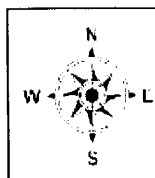
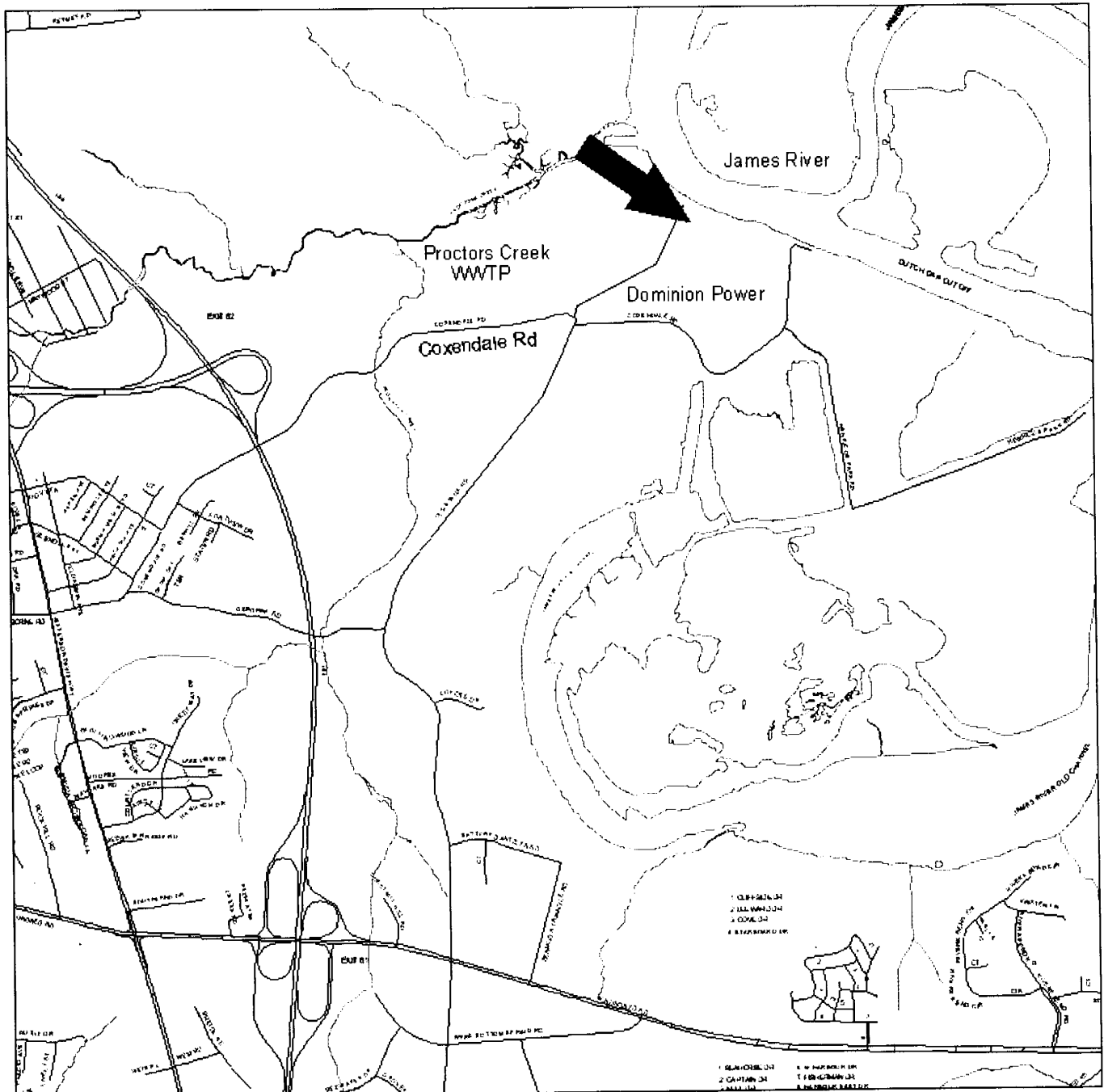


No

#

000065

VICINITY SKETCH WASTEWATER SUPPLY AGREEMENT



Chesterfield County Department of Utilities



1 inch equals 2,083.33 feet

000066

WASTEWATER SUPPLY AGREEMENT

This Wastewater Supply Agreement ("Agreement") is entered into on this _____ day of March 2007 (the "Effective Date"), by and between the County of Chesterfield, Virginia (the "County") and Virginia Electric and Power Company ("Dominion Virginia Power") (each a "Party" and collectively the "Parties").

RECITALS

1. The County owns and operates a wastewater treatment facility located in Chesterfield County (the "WWTP," as more fully defined below).
2. Dominion Virginia Power owns and operates an electric generating facility known as the Chesterfield Power Station located at 500 Coxendale Road, Chester, Virginia 23836-2461 in Chesterfield County, Virginia.
3. Two pipelines from the County's WWTP traverse the site of the Chesterfield Power Station pursuant to an existing easement granted to the County by Dominion Virginia Power and discharge tertiary treated wastewater from the WWTP into the James River.
4. Dominion Virginia Power is installing air emissions control systems on generating units at the Chesterfield Power Station to remove sulfur dioxide emissions from the flue gas produced by the units.
5. To support Chesterfield Power Station operations, Dominion Virginia Power desires to interconnect with one of the County's pipelines traversing the Chesterfield Power Station and remove tertiary treated wastewater from the pipeline for use in the operation of the emissions control systems and make-up supply to the station's water treatment plant.
6. It is the policy of the Commonwealth of Virginia to promote and encourage the reclamation and reuse of wastewater and to prevent the waste of water resources, and Dominion Virginia Power and the County believe that the use of the wastewater from the WWTP as contemplated by this Agreement furthers this policy.

NOW, THEREFORE, in consideration for the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

Article I. DEFINITIONS

For the purposes of this Agreement, the following terms are defined:

“Affiliate” for the purposes of this Agreement means a partnership, corporation, limited partnership, or other entity, controlling, controlled by or under common control with Dominion Resources, Inc. and or any entity in which Dominion Resources, Inc. directly or indirectly owns at least a 50% interest.

“Air Emissions Control Systems” means the system installed on Unit 6 of the Chesterfield Power Station and that may be installed in the future on other generating units at the Chesterfield Power Station to remove sulfur dioxide emissions produced by the units.

“Agreement” means this Wastewater Supply Agreement, including the Exhibits attached hereto, dated March __, 2007 between the County and Dominion Virginia Power.

“Business Day” means each day that is not a Saturday, Sunday or day on which banks are authorized or required to be closed in the Commonwealth of Virginia.

“Change in Law” has the meaning set forth in Section VI.C.

“Change in Law Notice” has the meaning set forth in Section VI.C.

“Credit” means a “Point Source Nitrogen Credit” and “Point Source Phosphorus Credit” as set forth in the General Permit

“General Permit” means the general permit applicable to the WWTP and the Chesterfield Power Station issued by the Virginia State Water Board pursuant to Va. Code § 62.1-44.19:14.

“Interconnection Point” means the location where the Pump Station System interconnects with the Pipeline depicted on Exhibit A and through which Dominion Virginia Power will withdraw Wastewater from the Pipeline for use at the Chesterfield Power Station.

“Pipeline” means the approximately 54-inch pipeline depicted in Exhibit A hereto owned by the County to which Dominion Virginia Power will interconnect the Pump Station System.

“Pump Station System” means the facilities and equipment to be constructed by Dominion Virginia Power at the Chesterfield Power Station, including but not limited to a pumping station, pipelines and appropriate interconnections as depicted on Exhibit A, that are necessary to interconnect with the Pipeline and to remove Wastewater from the Pipeline for use at the Chesterfield Station.

"State Water Control Law" means Va. Code § 62.1-44.2 *et. seq.*, as amended from time to time.

"Surplus Credits" means those Credits not committed to The Virginia Nutrient Credit Exchange Association, Inc., on an annual basis.

"System Start-up Date" means the first date of Air Emissions Control System start-up for Unit 6 of the Chesterfield Power Station. Written notice of the System Start-up Date shall be given by Dominion Virginia Power to the County at least thirty (30) days prior to the System Start-up Date.

"Total Annual Pipeline Wastewater Loads" means the total annual loads of total nitrogen and total phosphorus in the Wastewater withdrawn from the Pipeline.

"VPDES" means Virginia Pollutant Discharge Elimination System.

"Wastewater" means wastewater that has been tertiary treated by the WWTP.

"Weirs" means the weirs installed by Dominion Virginia Power at the WWTP and the Interconnection Point at the locations depicted in Exhibit A that will control the flow of Wastewater into the Pipeline.

"WWTP" means the wastewater treatment plant facilities owned by the County and located at 1200 Coxendale Road, Chester, VA 23836, and the two 54-inch pipelines that traverse the site of the Chesterfield Power Station.

Article II. SUPPLY OF WASTEWATER

A. Supply of Wastewater Exclusively to Dominion Virginia Power.

1. Beginning on the System Start-up Date the County shall make Wastewater from the WWTP available exclusively to Dominion Virginia Power, instead of releasing such Wastewater into the waters of the Commonwealth of Virginia, for use at the Chesterfield Power Station at no cost to Dominion Virginia Power. The County's obligations under this Section II.A.1, require only that the County make available to Dominion Virginia Power all Wastewater created by the WWTP in the course of normal WWTP treatment operations and does not constitute an obligation by the County to provide Dominion Virginia Power any minimum quantity of Wastewater or to provide replacement water or wastewater to Dominion Virginia Power if the WWTP is not operating for any reason.

2. Beginning on the System Start-up Date, Dominion Virginia Power shall have the right to take Wastewater from the Pipeline in such amounts as it will use for operation of the Air Emissions Controls Systems and make-up supply to the station's

water treatment plant. Dominion Virginia Power is obligated to take only such amounts of Wastewater as are needed for such uses and is not required to take any minimum amount of Wastewater.

3. Dominion Virginia Power shall be responsible for the withdrawal of the Wastewater from the Pipeline into the Pump Station System at the Interconnection Point. Withdrawal and delivery of Wastewater to the Pump Station System shall be controlled by the Weirs.

4. Upon withdrawal of Wastewater from the Pipeline at the Interconnection Point, Dominion Virginia Power shall be solely responsible for the disposal or further treatment of such Wastewater in accordance with applicable laws, regulations or permits.

5. Wastewater that is not withdrawn from the Pipeline by Dominion Virginia Power shall be the responsibility of the County and shall be discharged by the County in accordance with applicable laws, regulations and permits.

Article III. Installation, Operation and Maintenance of Facilities.

A. Pump Station System. Dominion Virginia Power shall construct, own, operate and maintain the Pump Station System at the Chesterfield Power Station at Dominion Virginia Power's sole cost and expense.

B. Weirs. Dominion Virginia Power shall install the Weirs at its own cost and expense, and shall thereafter perform necessary maintenance of the Weirs at its own cost and expense.

C. License. The County grants Dominion Virginia Power a license to install and maintain the Weirs during the term of this Agreement and to interconnect the Pipeline to the Pump Station System.

D. Coordination of Construction with the County. Dominion Virginia Power will coordinate construction activities for the Pump Station System and the installation of the Weirs with the County's staff so as not to disrupt WWTP operations. The design of facilities constructed on County property (including the Pipeline) by Dominion Virginia Power shall be subject to approval by the County before such facilities are placed in operation.

E. WWTP. The County shall be solely responsible for the operation and maintenance of the WWTP at its own cost and expense.

F. Mutual Cooperation. Dominion Virginia Power and the County shall cooperate with each other as necessary for the safe and normal operation of the WWTP and the Pump Station System. Except in the cases of emergency, each Party shall

provide the other Party with two (2) Business Days notice of any scheduled maintenance or shutdown of its facilities that could affect the operation of the other Party's facilities.

G. Emergencies. During an emergency, each Party may take whatever actions with regard to its facilities it deems necessary to mitigate the effects of the emergency, including without limitation, those actions necessary to preserve public health and safety, prevent injury to persons, or limit or prevent damage to its property of the property of others. The Party experiencing an emergency condition shall notify the other Party as soon as reasonably practicable and each Party shall cooperate with the other in order to restore normal operations as promptly as possible.

Article IV. METERING AND SAMPLING

Dominion Virginia Power shall, at its own cost and expense, install, operate and maintain a flow meter to record the amount of Wastewater removed from the Pipeline at the Interconnection Point. To allow continuous flow monitoring Dominion Virginia Power shall provide at the flow meter /panel an output signal compatible with the County's SCADA system. No later than the third (3rd) Business Day of each month, Dominion Virginia Power shall provide the County with a written statement of the amount of Wastewater withdrawn from Pipeline at the Interconnection Point during the prior month.

Article V. REPRESENTATIONS, WARRANTIES AND COVENANTS

A. Representations and Warranties. Each Party, as a material inducement to the other Party to enter into this Agreement, represents and warrants the following to the other Party, as of the date of this Agreement.

1. No Hindrances to Performance. There are no suits, proceedings, judgments, rulings or orders pending, or to the best of the Party's knowledge threatened, by or before any governmental authority that could reasonably be expected to materially and adversely affect the ability of the Party to perform its obligations hereunder, or which purports to affect the legality, validity or enforceability of this Agreement.

2. Duly Authorized Entity. It has the legal right, power, and authority to execute and deliver this Agreement and perform its obligations under this Agreement; and all regulatory authorizations have been obtained and will be maintained as necessary for it to perform legally its obligations under this Agreement.

3. All Necessary Authorizations Obtained. Its making and performing of this Agreement are within its powers, have been duly authorized, and do not and will not violate any provision of laws and codes or other determination presently in effect applicable to it or its governing documents.

4. Legal Valid and Binding Act and Obligation. This Agreement constitutes its legal, valid, and binding act and obligation, enforceable against it in accordance with this Agreement's terms, subject to applicable bankruptcy, insolvency,

reorganization and other laws affecting creditors' rights generally, and general equitable principles.

B. Covenants of Both Parties. Each Party covenants to the other that during the term of this Agreement it will:

1. Compliance with Laws and Codes. Comply at all times with applicable laws and codes necessary for its performance under this Agreement, or, in the event of any continuing noncompliance, diligently contest any such laws and codes in good faith by appropriate proceeding to the extent permitted without a material adverse effect on that Party's performance under this Agreement; and

2. Compliance with Permits. Give all required notices, procure, maintain and exercise due diligence in complying with all applicable permits necessary for the performance of its obligations under this Agreement.

Article VI. TERM

A. Contract Term. This Agreement shall be binding upon its execution by the Parties and shall continue in force until terminated in accordance with Article VI.B, VI.C, or Article XII.

B. Termination without Cause. Either Party may terminate this Agreement without cause upon 2 years prior written notice to the other Party. Upon such termination, the provisions of Article XV shall apply.

C. Change in Laws. If there is a change in law, regulation, rule or regulatory policy after the Effective Date that adversely affects or prevents the performance of a Party's obligations under this Agreement (a "Change in Law"), the affected Party shall give the other Party written notice of such change ("Change in Law Notice"). Within five (5) Business Days after of receipt of the Change in Law Notice, representatives of the Parties shall enter into good faith negotiations on mutually agreeable amendments to this Agreement to take into account such change in law. If the Parties are unable to agree on necessary amendments within forty-five (45) days of the Change in Law Notice, either Party may terminate this Agreement upon written notice to the other Party.

Article VII. ASSIGNMENT

A. Except as provided in this Article VII, neither this Agreement nor any right or obligations hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed.

B. Dominion Virginia Power shall have the right to assign all or a portion of its rights and obligations under this Agreement to an Affiliate without the consent of the County, provided that prior to such assignment the Affiliate assignee agrees in a writing

delivered to the County to assume all of Dominion Virginia Power's rights and obligations under this Agreement.

C. Dominion Virginia Power shall have the right to assign all or a portion of its rights and obligations under this Agreement to lenders for the purpose of financing or refinancing the purchase or operation of the Chesterfield Power Station or a portion thereof without the prior written consent of the County. The County will, if requested by Dominion Virginia Power or its assignee, acknowledge the creation of security interest in the rights of Dominion Virginia Power or its assignee under this Agreement and agree that upon a breach of this Agreement or any loan document by Dominion Virginia Power or its assignee or the insolvency of Dominion Virginia Power or its assignee, the lender shall:

1. have a reasonable cure period, in addition to that provided to Dominion Virginia Power under this Agreement, in which to cure any breach of this Agreement by Dominion Virginia Power, provided the lender agrees to perform the obligations of Dominion Virginia Power or its assignee under the Agreement during the cure period; and

2. upon the payment of all outstanding amounts due and payable to the County, be entitled to all of the rights and be subject to all of the obligations of Dominion Virginia Power or its assignee under this Agreement.

D. The County shall, at Dominion Virginia Power's expense, as and when requested by Dominion Virginia Power at any time after the execution of this Agreement provide such information as may reasonably be requested by a lender in connection with the financing or refinancing of the Chesterfield Power Station or a portion thereof, including without limitation, resolutions, certificates, or other documents relating to (A) the County's authority to execute, deliver and perform under the Agreement, (B) the binding nature of the Agreement on the County, (C) receipt of regulatory approvals by the County, if any are required, with respect to its performance under the Agreement and (D) whether any defaults by Dominion Virginia Power are known by the County as of the date of the representation. The County shall cooperate with Dominion Virginia Power in good faith, at Dominion Virginia Power's expense, in order to satisfy on a mutually agreeable basis the requirements of Dominion Virginia Power's financing documents, including where appropriate the making of amendments to the terms of the Agreement not set forth in this Agreement that are reasonably satisfactory to the County.

Article VIII. SUCCESSORS AND ASSIGNS

This Agreement shall bind and inure to the benefit of the respective Parties and their respective permitted successors and assigns.

Article IX. NO CONSEQUENTIAL DAMAGES

In no event, whether as a result of breach of contract, warranty, guarantee, tort, including negligence, strict liability or otherwise, shall either Party be liable to the other Party or any subcontractor thereof for indirect, special, incidental, consequential or exemplary damages, including but not limited to, the loss of profits or revenue, loss of use of the equipment or any associated equipment, cost of capital, facilities or services, down time costs, costs in excess of estimates, loss of opportunity, loss of data, loss of goodwill, cost of purchased or replacement power or business interruption.

Article X. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

Article XI. FORCE MAJEURE

In the event that either Party is rendered unable, by any reason of an event of force majeure, to perform, wholly or in part, any obligation set forth in the Agreement, then upon such Party's giving notice and full particulars of such event of force majeure, this Agreement shall be suspended to the extent and for the period of such force majeure condition, provided that due diligence is exercised to overcome such force majeure condition with all reasonable dispatch. The term "force majeure" means acts of God, strikes, lockouts or industrial disputes or disturbances, civil disturbances, acts of the public enemy, wars, riots, blockades, Changes In Law, or any other cause whether of the kind herein enumerated or otherwise, not reasonably within the control of the Party claiming force majeure.

Article XII. BREACH; REMEDY

If either Party shall fail to perform or observe any of the material terms, conditions or provisions of this Agreement, and said failure shall not be rectified or cured within thirty (30) days after receipt of written notice thereof from the non-defaulting Party, then the defaulting Party shall be deemed in breach of this Agreement and the non-defaulting Party shall be entitled to terminate this Agreement upon ten (10) Business Days advance written notice; provided, however, that if the County notifies Dominion Virginia Power in writing of a violation of Dominion Virginia Power's obligation not to disrupt WWTP operations in accordance with paragraph III.D., and Dominion Virginia Power shall fail to rectify or cure the violation within twenty-four (24) hours of such notice, or if such violation cannot be cured within twenty-four hours shall fail to commence cure of such violation within twenty-four (24) hours of such notice and thereafter diligently pursue cure of such violation, the County will have the right to terminate the Agreement immediately upon written notice to Dominion Virginia Power. The right to terminate this Agreement shall be in addition to any and all other rights and remedies available to the non-defaulting Party.

Article XIII. NOTICE; AMENDMENT; SEVERABILITY

A. Notice. Where written notice is required by this Agreement, all notices, certificates or other communications hereunder shall be in writing and shall be deemed given when mailed by United States registered or certified mail, postage paid, return receipt requested, addressed as follows:

To Dominion Virginia Power:

Virginia Electric and Power Company
Chesterfield Power Station
500 Coxendale Road
Chester, Virginia 23836-2461

Attention: Station Director

A copy of any notice of default, potential default or claim for indemnity shall also be sent to:

Dominion Resources Services, Inc.
120 Tredegar Street
Richmond, Virginia, 23219
Attention: General Counsel

To County of Chesterfield:

County of Chesterfield
9840 Government Parkway
P.O. Box 608
Chesterfield, VA 23832-0009

Attention: Director of Utilities

With a copy to: Assistant Director of Utilities, at the same address.

Notice of change of address shall be given in accordance with these provisions.

B. Integration Clause; Amendment. This Agreement constitutes the entire agreement between the County and Dominion Virginia Power concerning the subject matter hereof and supersedes all prior discussions, representations, promises, commitments, agreements or undertakings with respect thereto; provided, however, that this Agreement shall have no effect on the existing easement for the County's pipelines traversing the Chesterfield Power Station, which easement shall continue in effect in accordance with its terms notwithstanding the execution, performance or termination of

this Agreement. This Agreement may be amended only by a written agreement that is signed by the Parties hereto.

C. Severability. The invalidity of any provision of this Agreement shall not affect the validity of any other provision, and the remaining provisions of this Agreement shall continue in full force and effect notwithstanding said invalidity, but only to the extent that it continues to reflect fairly the intent and understanding of the Parties expressed by this Agreement taken as a whole.

Article XIV. INSURANCE

Dominion Virginia Power and the County shall each provide coverage for their respective facilities as each deems reasonable and proper. Coverage may take the form of commercial insurance or self insurance.

Article XV. DISPOSITION OF FACILITIES UPON TERMINATION

Upon the termination of this Agreement Dominion Virginia Power, at its expense, will terminate all connections with the Pipeline and restore the original functionality of the Pipeline. Dominion Virginia Power shall perform its obligations under this Article XV in accordance with all applicable laws and regulations.

Article XVI. POINT SOURCE NITROGEN AND POINT SOURCE PHOSPHORUS CREDITS

A. The Parties acknowledge the Virginia State Water Control Board has established annual load limits on certain discharges of total nitrogen and total phosphorous to the James River. These discharges include the WWTP, as well as the Falling Creek Facility and the Chesterfield Power Station. These limits will be imposed through the issuance of a General Permit.

B. Dominion and the County of Chesterfield agree as follows:

1. Using the flow data supplied pursuant to Article IV and total nitrogen and total phosphorus concentration data from effluent monitoring conducted by the County pursuant to the requirements of the VPDES permit for the WWTP or the General Permit, whichever controls under the State Water Control Law, the County will provide Dominion Virginia Power with quarterly and annual reports which contain an accounting of the loads of total nitrogen and total phosphorus in the Wastewater withdrawn from the Pipeline. Total nitrogen and total phosphorus loads will be reported in pounds (lbs) and will be derived in accordance with the formula for calculating loads of total nitrogen and total phosphorus set forth in the General Permit.

a. The quarterly nutrient load reports will be provided to Dominion Virginia Power within thirty (30) days following the end of each calendar quarter. The

quarterly reports are intended to keep both Parties abreast of loading trends and are for informational purposes only.

b. The annual nutrient load reports will be provided to Dominion Virginia Power by February 1 each year, and will be used to calculate Credits exchanged pursuant to this Article.

2. For purposes of reporting to the Department of Environmental Quality the loads of total nitrogen and total phosphorus discharged by the WWTP, the County may subtract from the monitored WWTP effluent loads the loads of total nitrogen and total phosphorus in the Wastewater withdrawn from the Pipeline to the extent authorized by the Department of Environmental Quality.

3. In any calendar year in which the discharge from the Chesterfield Power Station exceeds either its annual total nitrogen load limit or annual total phosphorus limit established under the General Permit, the County shall convey to Dominion Virginia Power any Surplus Credits attributable to the loads of total nitrogen and total phosphorus in the Wastewater withdrawn from the Pipeline in the calendar year to which the Surplus Credits will be applied. Such credits shall be conveyed at no cost to Dominion Virginia and in accordance with the rules for the exchange of Credits set forth in the General Permit, subject, however, to the following limitations:

a. The County shall be under no obligation to transfer Credits representing more than 20% of the annual load of total nitrogen and 20% of the annual load of total phosphorus that Dominion Virginia Power received in the Wastewater withdrawn from the Pipeline in the calendar year in which the Credits are to be applied.

b. The County shall be under no obligation to transfer more Credits than needed by Dominion Virginia Power to meet its annual total nitrogen and total phosphorus load limits. If either the Chesterfield Power Station or the WWTP generates Surplus Credits not covered by subsection (a), the other Party has first right of refusal for the purchase of those Surplus Credits at market price.

c. The County will be under no obligation to convey Dominion Virginia Power any Credits that are not available due to the County exceeding its annual nutrient allocations.

[SIGNATURE PAGE FOLLOWS]

EXECUTION COPY

IN WITNESS WHEREOF, the County and Dominion Virginia Power have caused this Wastewater Supply Agreement to be duly executed and delivered by these authorized signatures as of the date first above written.

VIRGINIA ELECTRIC AND POWER COMPANY

By: _____
Name: _____
Title: _____

COUNTY OF CHESTERFIELD, VIRGINIA

By: _____
Name: _____
Title: _____

EXHIBIT A

DESCRIPTION OF PUMP STATION SYSTEM

The drawings contained in this Exhibit A on the Effective Date will be replaced by certified issued for bid drawings when such drawings are completed.

**PLANS ENTITLED “ DOMINION VIRGINIA
POWER - CHESTERFIELD POWER
STATION- PROCTOR’S CREEK MAKE UP
WATER PUMP STATION” , DATED
FEBRUARY 2007, AS PREPARED BY R.
STUART ROYER AND ASSOCIATES, ARE
KEPT ON FILE IN THE PLANT MANAGER’S
OFFICE AT PROCTOR’S CREEK
WASTEWATER TREATMENT FACILITY**



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 2

Meeting Date: March 14, 2007

Item Number: 8.6.

Subject:

Nomination/Appointment to the Community Criminal Justice Board

County Administrator's Comments:

County Administrator: _____

A handwritten signature in cursive script, likely of the County Administrator, written over a horizontal line.

Board Action Requested:

It is requested that the Chesterfield County Board of Supervisors approve the following nominee for appointment to the Community Criminal Justice Board (CCJB) for the remainder of a two-year term according to the adopted by-laws of the Community Criminal Justice Board. Appointments correspond to prescribed positions in the Code of Virginia.

Summary of Information:

The Community Criminal Justice Board (CCJB) serves the 12th Judicial Circuit Court consisting of Chesterfield County and the City of Colonial Heights. The purpose is to provide for the development, evaluation and planning of community programs and services for the court in diverting offenders from local correctional facilities.

At the June 14, 1995 Meeting, the Board adopted a Resolution entitled Joint Resolution Providing for the Implementation of the Comprehensive Community Corrections Act (CCCA) and the Pretrial Services Act (PSA); Establishment of the Chesterfield County and City of Colonial Heights Community Criminal Justice Board; and provisions for Joint Exercise of Powers.

The resolution designated the Membership by position, according to the Code of Virginia. The Community Criminal Justice Board members serve for two-year staggered terms; thus ten members are appointed each year.

Preparer: Rebecca T. Dickson

Title: Deputy County Administrator

Attachments:



Yes



No

000081

**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 2 of 2

It is requested the following individual be appointed to serve the remainder of a two-year appointment that began July 1, 2005 and ends June 30, 2007.

Dennis Proffitt

(Chesterfield Sheriff)

Under the existing Rules of Procedure, appointments to Boards and Committees are nominated at one meeting and appointed at the subsequent meeting unless the Rules of Procedure are suspended by a unanimous vote of the Board members present. Nominees are voted on in the order in which they are nominated.

000082

TO: Honorable Members, Board of Supervisors
Lane B. Ramsey, County Administrator

FROM: Rebecca T. Dickson, Deputy County Administrator for Human Services

DATE: March 1, 2007

SUBJECT: Community Criminal Justice Board (CCJB) Appointment

It is requested that nominee, Sheriff Dennis Proffitt be appointed to the Community Criminal Justice Board (CCJB) for the remainder of a two-year term that runs from July 1, 2005 through June 30, 2007. The nominee would fill the Chesterfield County Government representation on the CCJB that will be vacated by the retirement of Clarence G. Williams, Jr.

Sheriff Proffitt has indicated his willingness to serve if appointed and the Community Criminal Justice Board is recommending he be named to the CCJB. Nominees are also reviewed by the Colonial Heights City Council since each appointee must be approved by both localities.



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 14, 2007

Item Number: 8.C.1.

Subject:

Request for a Permit to Stage a Fireworks Display at the Sunday Park Peninsula of Brandermill on July 4, 2007

County Administrator's Comments: *Recommend Approval*

County Administrator: *[Signature]*

Board Action Requested:

The Board of Supervisors is requested to approve a permit to stage a fireworks display at the Sunday Park Peninsula at Brandermill on July 4, 2007.

Summary of Information:

The Brandermill Community Association ("BCA"), has requested permission from the Board to stage a fireworks display at the Sunday Park Peninsula at Brandermill on July 4, 2007 at dusk, with a rain date of July 5th.

Mr. W. G. Bulifant, III, of Dominion Fireworks has previously conducted similar displays here and elsewhere in the County and will personally discharge the fireworks. The BCA has submitted evidence of a fireworks liability insurance policy in the amount of \$2,000,000. The Fire Marshal's Office has reviewed the request and has indicated that the proposed display meets all applicable criteria under the Fire Prevention Code.

Preparer: Steven L. Micas

Title: County Attorney
0500:74431.1

Attachments:



Yes



No

#

000084

**Application for Fireworks Display
(Print or Type All Information)**

FEB 5 2007

Date of Application January 29, 2007

Event Name: Brandermill's Fourth of July Date: July 4, 2007

Time of Fireworks: 9:15pm (dusk) Rain Date: July 5, 2007

Event Locations: Sunday Park Peninsula (Boathouse) in Brandermill

Shooting site/Display area: Sunday Park beach (Boathouse)
(include map)

Sponsoring Organization: Brandermill Community Association

Person in charge of event: Jane Pritz / Comm Mgr Barbara Emerson

Mailing Address: 3001 E. Boundary Terrace

City: Midlothian State VA Zip: 23112

Work Phone: 744-1035 Home Phone: N/A

Person Coordinating Fireworks: Jane Pritz / Barbara Emerson
(for the sponsor)

Mailing Address: 3001 E. Boundary Terrace

City: Midlothian State VA Zip: 23112

Work Phone: 744-1035 Home Phone: N/A

Company Responsible for Shooting Dominion Fireworks

Mailing Address: PO Box 3015

City: Petersburg State VA Zip: 23805

Work Phone: 733-6792 Home Phone: _____

Shooters Name: W. G. Bulifant, II

Note:

1. Attach a list of fireworks to be used in the display *CONTACT DOMINION FIREWORKS*
2. Attach a copy of the certificate of insurance *included*
3. Include a site drawing noting discharge site, spectator viewing area, parking and any nearby structures *SAME as last year*
4. Should you have any questions, call the Fire and Life Safety Division at 748-1426.
5. Return application to:

Chesterfield Fire Department
Fire and Life Safety
P.O. Box 40
Chesterfield, VA 23832

Date: 1-29-07

Applicant's Signature: Jane M. Pritz, Agent

Print Name: JANE M. PRITZ

(office use only)

Remarks: _____

☒ Site suitable for display pending County Attorney and Board of Supervisors approval.

☐ Site unsuitable.

Fire Official: Michael W. Babb FM-9 Date: 2-14-07

Event Representative: _____ Date: _____

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/19/2006

PRODUCER
USI Insurance Services
 16321 Washington Highway
 Glen Allen, VA 23059
 804 550-3000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Brandermill Community Association Inc
 3001 East Boundary Ter
 Midlothian, VA 23112

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: **Granite State Insurance Company**

23809

INSURER B: **Federal Insurance Company**

20281

INSURER C: **NorGuard Insurance Company**

31470

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	02LX34114414	10/01/06	10/01/07	EACH OCCURRENCE	\$1,000,000
		<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$10,000
		<input checked="" type="checkbox"/> BI/PD Ded:5,000				PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$2,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A		AUTOMOBILE LIABILITY	02CA62657955	10/01/06	10/01/07	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
B		EXCESS/UMBRELLA LIABILITY	79852466	10/01/06	10/01/07	EACH OCCURRENCE	\$5,000,000
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$5,000,000
							\$
		DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$0					\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	BRWC704175	10/01/06	10/01/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$500,000
		OTHER				E.L. DISEASE - POLICY LIMIT	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Brandermill Community Association Inc., Members
 3001 E. Boundary Terrace
 Midlothian, VA 23112

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Harlene E. Smith



BRANDERMILL

Community Association

DOMINION FIREWORKS

2007 FIREWORKS INVENTORY

BRANDERMILL COMMUNITY ASSOCIATION

200 3" SHELLS

100 4" SHELLS

60 5" SHELLS

32 6" SHELLS

500 1.5" SHELLS

200 3" SHELLS FOR FINALE

10 4" SHELLS FOR FINALE

9 6" SHELLS FOR FINALE

DURATION 12-15 MINUTES



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 14, 2007

Item Number: 8.C.2.

Subject:

Approval of the Chesterfield County Police Department Towing Contract

County Administrator's Comments:

Recommend Approval

County Administrator: _____

JBR

Board Action Requested:

Approval of the attached towing contract as approved by the Chesterfield County Police Department Towing Advisory Board.

Summary of Information:

The Police Department contracts with towing companies to tow vehicles that are inoperable due to varying circumstances such as vehicle crashes and mechanical problems. These companies are called upon when the owner of the vehicle has no preference on a wrecker.

Per Virginia Code section 46.2-1217 the Towing Advisory Board, which is appointed by the Board of Supervisors, must review and agree on any changes to the contract between the Police Department and the tow company owners. The Towing Advisory Board met and agreed on the attached contract and price addendum. The County Attorney's Office has approved the contract. The Towing Advisory Board and the Police Department endorse the attached contract and price addendum and request approval by the Board of Supervisors.

Preparer: Carl R. Baker

Title: Chief of Police

Attachments:



Yes



No

#

000089

CHESTERFIELD COUNTY TOWING CONTRACT

THIS Contract, entered into this ____ day of _____, 2007, by and between _____, ("Contractor") and the County of Chesterfield, Virginia, a political subdivision of the Commonwealth of Virginia;

WHEREAS, the Chesterfield County Police Department finds it desirable to establish an eligibility list of business establishments to provide wrecker and towing services; and

WHEREAS, the County deems it desirable to insure that fair, uniform rates are charged for services rendered while serving on the Police Department's towing list and to protect the integrity of the County and the towing facilities from unfair pricing or incompetent services.

NOW THEREFORE in consideration of the placement of Contractor on the eligible list of towing operators, Contractor agrees that it will fully comply with all of the terms set out below.

1. By signing this contract, Contractor certifies that its operation complies, and shall continue to comply, with all conditions, equipment specifications and requirements under this contract. Failure to comply or false statements concerning compliance shall be grounds for termination.
2. The County reserves the right to terminate this contract at anytime for any breach of the terms of this contract.
3. If Contractor declares bankruptcy or otherwise ceases operations during the terms of this contract, the Contractor shall notify the County in writing immediately.

000090

4. If Contractor changes ownership or business name or reorganizes under a different name during the term of this contract, Contractor shall give the County thirty (30) days advance written notice of such change or reorganization. The County at its discretion may terminate the contract at the end of the thirty (30) day notice period or may continue the contract with the new ownership under the same terms and conditions of this contract.
5. The Contractor shall maintain and furnish the County with no more than one day phone number and one night phone number. The Contractor agrees to give twenty-four (24) hour notice to the County prior to any changes in day or night numbers.
6. The Contractor's place of business, storage lots, vehicles and equipment must be located within the boundaries of Chesterfield County and the business must be operated under an appropriate Chesterfield County business license.
7. Any towing contractor submitting an application to be placed on the Chesterfield County Police towing contract list shall have conducted towing services in Chesterfield County under its current business name for a minimum of one (1) year. Prior performance and reputation in the community, as reported through the Police Department and criminal history record information on the applicant, and input from the Chesterfield County Towing Advisory Board will be considered when a contractor submits his/her application.
8. Applicant must supply a copy of his/her criminal history record to towing coordinator. Criminal History records will be obtained through the Virginia State Police.

Applicant must also supply a current copy of their driving record. Records will be obtained through the Virginia Department of Motor Vehicles. An applicant with a felony conviction on his or her criminal history will generally be ineligible for a towing contract. All felony convictions of the applicant shall be evaluated by the Chesterfield Police Department for the severity of the offense, repeat offenses, elapsed time from last conviction and other relevant factors to assess an applicant's current trustworthiness and character.. The Chesterfield Police Department will have the final authority on approval of towing contract based on the criminal history of the applicant. The applicant will furnish proof of insurance that meet the requirements of Virginia Code Section 46.2-649.1.

9. Contractor shall install and maintain signs at its storage lot which readily identify the storage facility and which comply with all applicable laws.
10. Contractor shall insure that service is provided for its storage lot seven (7) days a week from 7:00 a.m. until 11:00 p.m. to return vehicles upon the payment of towing and storage charges. A sign will be displayed to provide a telephone number where the owner, manager or attendant may be reached at any time so a towed vehicle may be reclaimed by its owner during operating hours. If a vehicle is reclaimed from 7:00 a.m. to 5:00 p.m., response time to the storage lot by the contractor or his designee shall not exceed one (1) hour. If a vehicle is reclaimed between 5:00 p.m and 11p.m., response time by the contractor or his designee to the storage lot shall not exceed 2 hours. Contractor shall provide adequate security for all vehicles towed, including a

fence enclosing the tow lot. The Contractor shall be responsible for the vehicle towed and its contents from the time it is towed until one of the following occurs:

- a. The vehicle is delivered to a location specified by the owner or operator. If the owner, manager or agent of the specified location refuses the delivery of the vehicle, the mileage charge will continue to the Contractor's tow lot.
 - b. The vehicle is released and accepted by the owner or the owner's agent; or
 - c. The vehicle is otherwise disposed of according to law.
11. This contract shall expire on December 31st of each year, unless otherwise terminated pursuant to the terms of this contract.
12. This contract may be renewed for additional one-year terms if the Contractor submits to the County a signed, notarized form provided as Addendum C and an updated criminal history form obtained from the Virginia State Police, and an updated Virginia DMV driving record, and the Contractor has complied with all terms of this contract in the past, and the County approves such renewal. Addendum C forms must be received by the County on or before December 15th of each year to facilitate uninterrupted placement on the authorized towing list.
13. The Contractor shall meet the following minimum requirements as well as any other reasonable requirements the County may impose in its discretion from time to time:
- a. All wreckers must be registered as required by law under Virginia State Code (sec46.2-649.1). Contractor shall display proper license plate as required by DMV.
 - b. All wreckers must have business name, address and phone number on both sides of the vehicle and visible to the naked eye from a distance of fifty (50) feet. (sec 1076 D) The lettering will be permanently

affixed to the wrecker Magnetic signs are prohibited except in the use of rental wreckers as provided in paragraph 23 of this contract.

- c. Contractor shall comply with County Code sec 19-510.(b) and 13-42 that states the following;

No off-street parking area or other premises in an R, R-TH, MH and R-MF district, except on a farm where the parking is incidental to the farming use being conducted on the property, shall be used for the parking or storage of any truck or commercial vehicle exceeding 4,000 pounds net weight and having more than two axles, except while loading or unloading on the premises.

No truck having wheels of the dual-tire type in excess of 6,000 pounds and no trailer, semitrailer or cab for such trailer shall be parked on any road in the county within any residential district as defined in the zoning ordinance.

- d. Contractor shall not park a wrecker in a residential area while carrying or towing vehicles.
- e. All wreckers must have current Virginia State Inspections.
- f. All wreckers shall be standard vehicles originally designed and built as wreckers and shall not be pick-up or similar trucks with towing slings on the body.
- g. All wreckers shall be provided with at least one (1) shovel, one (1) broom, one (1) container or pail for glass and debris, 5-pound serviceable/charged multi-purpose fire extinguisher and a sufficient amount of absorbent material equal to a five (5) gallon bucket.
- h. In addition to the required standard lighting equipment, each wrecker will be outfitted with a flashing, blinking or alternating (rotating) amber light(s) as required by State Code, Section 46.2-1025 and 46.2-1030(C).
- i. Additions or changes in equipment or storage facilities may be made to Attachment A after the police have inspected and approved all equipment/facilities to be added to said attachment and after the police have been notified in writing by the Contractor of the deletions of equipment or storage facilities listed in Attachment A provided; however; that the

Contractor shall at all times comply with minimum equipment and storage facility specifications of this contract or this contract shall be terminated.

14. The County reserves the right to contract with no more approved wrecker/towing companies at any one time than it deems to be necessary.
15. The Contractor shall be able to respond to police calls for impoundment or seizure for towing and wrecker services every day of the week on a twenty-four (24) hour a day basis.
16. Response time for the arrival on the scene by the tow truck shall not exceed thirty minutes from the time the call for service is made by the County. In the event the Contractor determines from the circumstances of the call for service, that a larger than normal wrecker is required, an additional thirty minutes will be allowed. In the event the response time exceeds such time limits, the County reserves the right to call any other available contractor. Frequent failures to respond within the appropriate time limits shall be considered grounds for termination of this contract and removal from the eligibility list. The above time limit may be waived by the County for good cause.
17. In the event an owner or operator of a vehicle to be towed requests towing service from someone other than the County contracted towing services, such request shall be honored by the County unless circumstances prevent the request from being honored.
18. It shall be the responsibility of the Contractor to determine the appropriate wrecker to be sent on any call. In the event the Contractor deems it necessary to obtain additional assistance, it shall be the responsibility of the Contractor to do so, however,

no Contractor shall accept a service call from the County and then give the call to another Contractor.

19. The Contractor shall notify the Chesterfield County Emergency Communications Center Supervisor of a temporary change of telephone number. Any permanent change in address or phone number shall be made in writing to the Support Services Division, Chesterfield County Police Department, P.O. Box 148, Chesterfield, Virginia 23832.
20. All wrecker operators employed by the Contractor shall be duly licensed as required by the Code of Virginia, and shall have such license in their possession at all times when operating wreckers or other equipment.
21. The Contractor shall be responsible for the removal of all debris from the scene before departing. In the event that two or more wreckers are at a scene, Contractor agrees to cooperate with all drivers as necessary for clean-up. If all other tow trucks have left the scene, the last tow will be responsible for cleaning up the debris.
22. The Contractor shall not release any vehicles "seized" or "seized for forfeiture" by the County until the Contractor obtains permission from the County or is ordered by the Court to release the vehicle.
23. In performance of its duties under this contract, the Contractor shall use only that equipment which has been inspected and approved by the County. All approved equipment of the Contractor shall be listed on Addendum A hereto, which is made part of this contract. Use by the Contractor of equipment of any other towing facility,

regardless of ownership, or of unapproved equipment, shall constitute just cause for immediate termination of this contract. If a contractor's wrecker is temporarily disabled a rental wrecker may be utilized, with the written approval of Chesterfield County Police Department for up to 30 days. Extension of time to the 30 day time limit may be granted at the discretion of Chesterfield County Police Department. The rental wrecker must meet all of the requirements of this contract and magnetic signs displaying the name, address and telephone number of the Contractor shall be affixed on both sides of the rental wrecker. (Magnetic signs are not otherwise allowed on wreckers owned and used by the Contractor.) The Contractor shall notify Chesterfield County Police Department's *towing coordinator* for approval prior to putting a rental wrecker in service. This provision shall not prohibit the use of "specialty equipment" under emergency conditions. When so instructed by the police, the Contractor shall provide whatever equipment is necessary to move the motor vehicle designated by the County, including, but not limited to, dollies, winches, cable extensions, and off road work.

24. The Contractor hereby grants the County permission to inspect periodically all equipment and storage facilities listed in Attachments A and B at the convenience of the County. Whenever the County determines any storage facility or equipment to be unacceptable, the County shall give written notification to the Contractor of its determination, and said unacceptable equipment or storage facility shall not be used by the Contractor in performance of its obligations hereunder until corrected, and, if

not reasonably corrected within 10 days, such equipment or storage facility shall be deleted from Attachment A.

25. The Contractor shall keep for two (2) years all records related to the towing of vehicles which have been towed under this Contract. These records will include copies of the itemized bill given to owner or operator as outlined in section 28(c) of this contract. Contractor shall keep separate all towing charges billed under this contract. Such records shall be available at any time for inspection by the police.
26. The Contractor represents that no current employee or member of the governing body of the County of Chesterfield has any interest, direct or indirect, in the Contractor's business.
27. The Contractor shall indemnify, hold and save harmless the County of Chesterfield, the Board of Supervisors of Chesterfield County, Virginia, and all County officers, agents and employees from and against any and all claims, casualties, damages, injuries, suits, actions, or causes of actions, arising or asserted by reason of any act or omission of the Contractor, its officers, agents or employees in the performance of this contract.
28. The Contractor may charge two basic fees for its services: a night tow fee to cover the period from 7:00 p.m. to 7:00 a.m., and a day tow fee to cover the period from 7:01 a.m. to 6:59 p.m. These basic fees shall include any charge for the storage of the vehicle towed. All fees shall be listed on Addendum D of this contract and approved by the County. Contractor shall give each owner or operator a written copy of

approved towing fees at the time of the tow. A master copy of the towing fees will be supplied to the Contractor by the County. The contractor will give copies of the master copy to the owner or operator. Only the copy approved by the County will be supplied to the owner or operator. If operator or owner is not available at the time of tow a copy may be given when customer picks up vehicle. When requested at the scene of the tow or at the Contractor's storage lot, the Contractor shall release to the owner or his or her designee personal contents of vehicle that are not permanently attached to the vehicle. At no time can the Contractor hold personal items not permanently affixed to the vehicle in lieu of payment of the tow bill.

- a. Fees allowed are listed on Addendum D of this contract. Contractor can charge for an additional wrecker, person or equipment if utilized for the same vehicle. The fee listed in Addendum D for additional person, wrecker or equipment shall not exceed the fee for disabled passenger vehicles, pick-up, SUV's or vans. With prior approval from the Police Department Towing coordinator, Contractor may charge a fee not to exceed \$100.00 for extraordinary circumstances as listed in addendum D. These circumstances could be but are not limited to a vehicle underwater, in a large ravine or some other circumstance which requires significant additional work as compared to a normal tow. At no time can this charge levied without prior approval by the Police Department Towing Coordinator.

- b. If a wrecker responds and services are not required, no charge will be made by the Contractor if it has not hooked up to the vehicle. An example would be a parking violation where the owner arrives to claim the vehicle before the wrecker is attached to the vehicle in violation.
 - c. The Contractor shall present to the owner or operator of any motor vehicle towed or stored an itemized bill containing the following information:
 - i. Vehicle owner's name, address;
 - ii. Vehicle description including manufacturer, color, model and license tag information;
 - iii. Date and time vehicle towed, incident number assigned by Police Communications Center, location from which the vehicle was towed and the reason for the tow, list of services provided and individual cost;
 - iv. Location, date and time the vehicle was released.
 - d. A separate fee may be charged for the release of a vehicle after normal business hours (5:00 p.m.-11 p.m.) Fees allowed will be listed on addendum D of this contract.
29. The Chief of Police shall designate an officer to investigate all complaints made by the owner and/or operator of vehicles which are towed or stored pursuant to this contract.
- a. When deemed necessary, the Chief of Police or his designee shall make written recommendations for corrective action, which shall be binding on the Contractor.
 - b. The Chief of Police or his designee will determine whether or not the Contractor is providing satisfactory service. If service is determined to be unsatisfactory, this contract may be terminated.

30. a. The County may at any time, in its discretion, suspend or terminate this contract after providing the Contractor 24-hour advance written notification. Grounds for termination or suspension shall include, but not be limited to:
- i) Failure to respond to requests from the County within the required 30 minute time period;
 - ii) Failure to maintain equipment in accordance with requirements as enumerated in this contract and or failure to have new equipment or facilities approved prior to their use;
 - iii) Lack of Adequate insurance as required by Va State Code Section 46.2-649.1;
 - iv) Arriving at the scene of an incident where Contractors are required without being called by the County;
 - v) Operating in a manner which is inefficient or unsafe or allowing an inexperienced or unlicensed persons to operate any equipment which is used to tow a motor vehicle;
 - vi) Storing a vehicle at a location other than an approved storage lot;
 - vii) Failure to comply with any of the terms of this contract;
 - vii) Convictions for violating local, state, or federal laws;
 - ix) Failure to clean roadways at the scene of an accident;
 - x) Use of satellite telephone numbers or business locations to increase the number of operating points for Contractors within the County;
 - xi) Substantiated complaint(s) of excessive or unnecessary fees for towing or storage charged to customers;
 - xii) Any action or activity by the Contractor which, in the determination of the police, is not in the best interest of the police or the citizens of Chesterfield County;

- xiii) Involvement in criminal offenses or activity and/or failure to comply with all laws, ordinances, codes and regulations applicable to the operation of a motor vehicle towing and storage business;
- xiv) Operate towing business without a valid Chesterfield County business license;
- xv) Failure to pay county or state taxes.

- b. The Contractor shall receive from the Chesterfield County Police Department written notice of such removal or suspension and the grounds therefore. The Chief of Police or his Designee's decision for removal or suspension shall be final and conclusive unless the Contractor appeals in writing to the Chief within ten (10) days of receipt of notice of removal or suspension.
- c. The Contractor's written appeal to the Chief of Police shall include the basis for its appeal and the relief sought, and shall state whether the Contractor wishes to have a hearing with respect to the appeal.
- d. If no hearing is requested, the Chief of Police or his designee shall render a decision to the Contractor within ten (10) days of receipt of appeal.
- e. If a hearing is requested, it shall be held within ten (10) days of receipt of the written appeal or as soon thereafter as possible, and a final decision shall be rendered by the Chief of Police or his designee within ten (10) days of the hearing. During the hearing, the Contractor, and the Police Department, shall have the opportunity to present pertinent information, and to cross-examine adverse witnesses. The hearing shall be an informal, administrative proceeding, rather than a judicial-type trial, and shall be conducted by the Chief of Police, or his designee. The Contractor may be represented by counsel at its own expense.

31. Contractor's records shall be open to inspection and subject to audit and/or reproduction by the County to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to this contract. Such records subject to examination shall also

include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this contract, for the duration of the work, and until two (2) years after the date of final payment by the County to Contractor pursuant to this contract.

The County shall have access to Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The County shall give Contractor reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and materials suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from the amount payable to Contractor pursuant to this Contract.

If an audit inspection or examination in accordance with this article discloses overcharges (of any nature) by Contractor to the County in excess of five percent (5%) of the total contract billings, the actual cost of the County's audit shall be paid by Contractor.

32. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, gender, disability, national origin, age, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
33. During the performance of this contract, the Contractor agrees to:
 - a. Provide a drug-free workplace for the Contractor's employees.
 - b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - c. State in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this paragraph, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

34. The validity and construction of this contract shall be governed by the laws of the Commonwealth of Virginia. Any claims, actions or disputes which arise concerning or relating to this contract shall be brought in the Circuit Court of Chesterfield County.
35. This contract constitutes the entire agreement of the parties with respect to the towing and storage of motor vehicles by the Contractor at the request of the County. No changes to this contract shall be made except in writing, signed by both parties. This contract supersedes all other agreements between parties hereto with respect to towing and storage of motor vehicles.

COUNTY OF CHESTERFIELD

By: _____
Its: _____

Approved as to form:

CONTRACTOR:

By: _____
Its: _____

- Addendum A -
Authorized Wreckers

Names of Business _____

Principal Business Address _____

Wreckers:

Year _____ Make _____

Model _____ License _____

VIN # _____

Equipment: Shovel _____ Broom _____

Serviceable Fire Extinguisher _____ Expiration Date _____

Empty Weight _____ Gross Weight _____

Standard _____ Roll Back _____ Large _____ Wheel Lock _____

Container or Pail for removal of glass and debris _____

Year _____ Make _____

Model _____ License _____

VIN # _____

Equipment: Shovel _____ Broom _____

Serviceable Fire Extinguisher _____ Expiration Date _____

Empty Weight _____ Gross Weight _____

Standard _____ Roll Back _____ Large _____ Wheel Lock _____

Container or Pail for removal of glass and debris _____

Year _____ Make _____

Model _____ License _____

VIN # _____

Equipment: Shovel _____ Broom _____

Serviceable Fire Extinguisher _____ Expiration Date _____

Empty Weight _____ Gross Weight _____

Standard _____ Roll Back _____ Large _____ Wheel Lock _____

Container or Pail for removal of glass and debris _____

- Addendum B -
Authorized Towing List Agreement
Application (Storage Lot)

Name of Business: _____

Principal Business Address: _____

Operated by: _____ Bus. Phone: _____

Home Phone: _____

Storage lot location (address): _____

Owned by: _____ Phone: _____

(Name)

(Address)

Owned by Applicant () Leased by Applicant () If Lease, attach a copy of leasing agreement.

Type of storage facility (complete all blocks with yes or no):

Fenced in ____; Lights ____; Security Guard ____;

Guard dogs: ____; Closed and covered: ____;

Describe type of fencing _____

Normal hours storage lot is open: _____

Charge per day for storage outside _____, inside _____

Show capacity for outside storage _____, inside _____

Applicant's signature: _____

Applicant's title: _____

Date: _____

For office use:

Date inspected: _____ Inspected by: _____

Approved () Disapproved () The above location as a storage facility for motor vehicles.

(Signature and Title)

(Date)

000108

- Addendum C -
Authorized Towing List Agreement
Renewal Application

Name of Business: _____
Business Address: _____

I, _____, as authorized of the towing company listed above,
make application for renewal of the company's name of the Police Department, Chesterfield County,
Virginia Authorized Towing List. I further certify that no changes have occurred in our original
agreement dated _____, and signed by
_____ as authorized agent for the company, or that I have
new Addendum A and/or B for approval.

I further agree to abide by the terms of the terms of the original agreement between the above
listed towing company and the Police Department, Chesterfield County, Virginia.

Applicant's signature: _____
Applicant's title: _____
Date: _____

(Must be notarized with seal)

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

Approved () Disapproved () _____
Chief of Police

000109



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 14, 2007

Item Number: 8.C.3.

Subject: State Road Acceptance

County Administrator's Comments:

County Administrator: _____ 

Board Action Requested:

Summary of Information:

Clover Hill: Rose Glen
Watermill, Section 3

Matoaca: Hawthorne Village, Section A

Preparer: Richard M. McElfish

Title: Director, Environmental Engineering

Attachments:



Yes



No

000110

TO: Board of Supervisors

FROM: Department of Environmental Engineering

SUBJECT: State Road Acceptance - ROSE GLEN

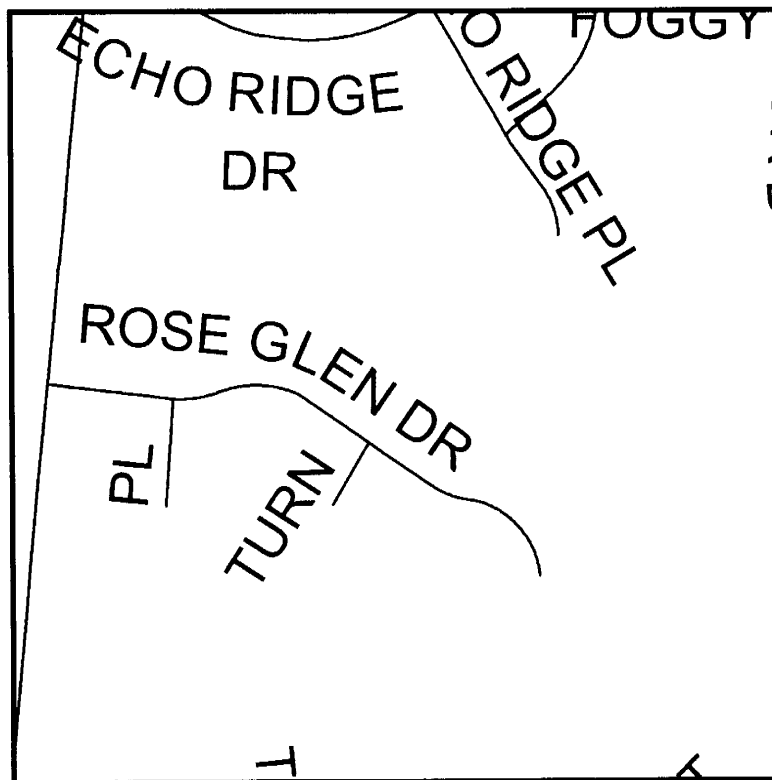
DISTRICT: CLOVER HILL

MEETING DATE: March 14, 2007

ROADS FOR CONSIDERATION:

ROSE GLEN DR
ROSE GLEN PL
ROSE GLEN TURN

Vicinity Map: ROSE GLEN



Produced By Chesterfield County GIS

000111

TO: Board of Supervisors

FROM: Department of Environmental Engineering

SUBJECT: State Road Acceptance - WATERMILL, SEC 3

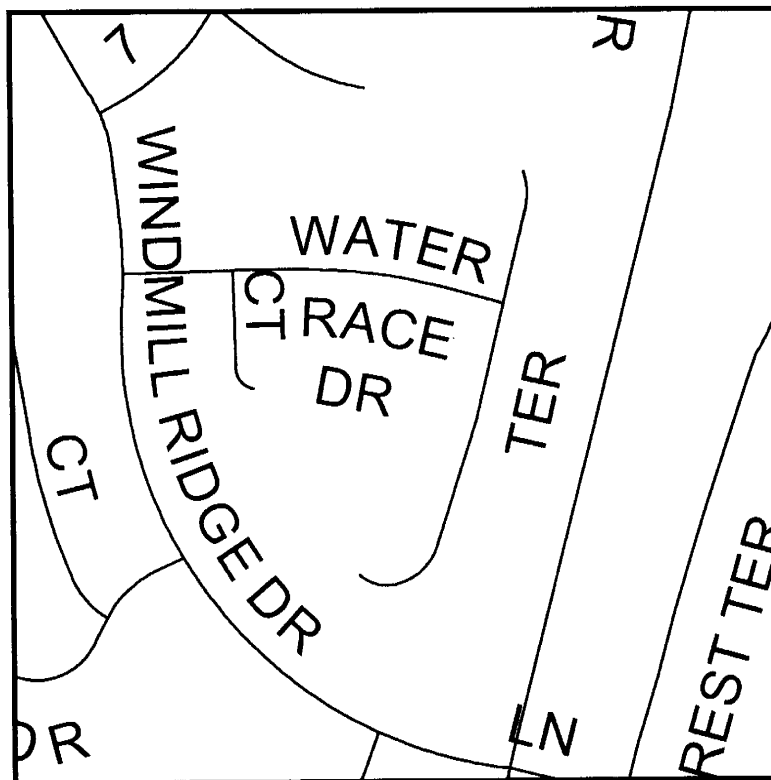
DISTRICT: CLOVER HILL

MEETING DATE: March 14, 2007

ROADS FOR CONSIDERATION:

WATER RACE CT
WATER RACE DR
WATER RACE TER

Vicinity Map: WATERMILL, SEC 3



Produced By Chesterfield County GIS

000112

TO: Board of Supervisors

FROM: Department of Environmental Engineering

SUBJECT: State Road Acceptance - HAWTHORNE VILLAGE, SEC A

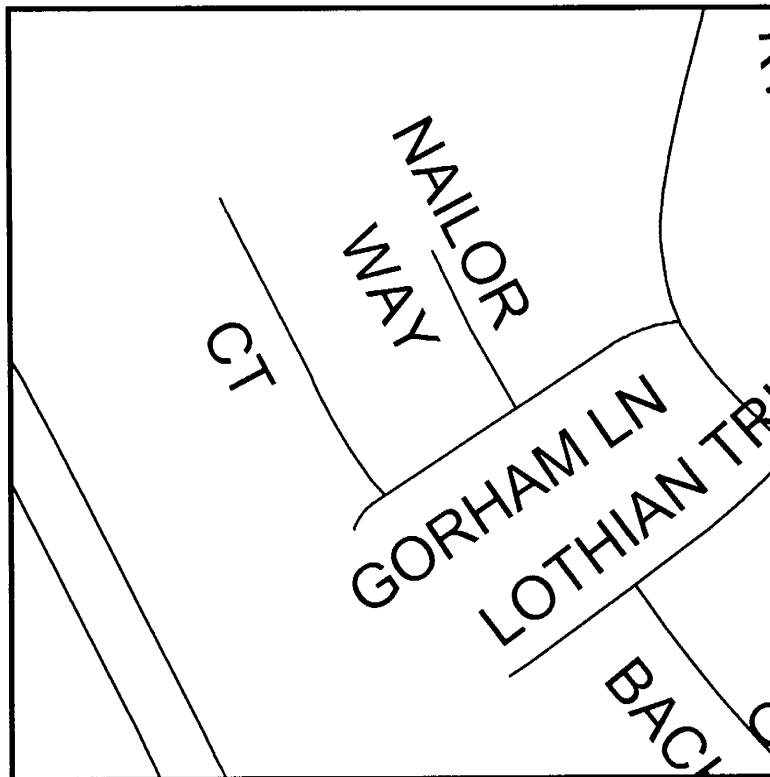
DISTRICT: MATOACA

MEETING DATE: March 14, 2007

ROADS FOR CONSIDERATION:

GORHAM CT
GORHAM LN
NAILOR WAY

Vicinity Map: HAWTHORNE VILLAGE, SEC A



Produced By Chesterfield County GIS

000113



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 14, 2007

Item Number: 8.4.a.

Subject:

Resolution Recognizing Firefighter Dennis R. Krohn, Chesterfield Fire and Emergency Medical Services Department, Upon His Retirement

County Administrator's Comments:

County Administrator: _____

A handwritten signature, likely of the County Administrator, is written over the line.

Board Action Requested:

Adoption of attached resolution.

Summary of Information:

Staff is requesting the Board of Supervisors recognize Firefighter Dennis R. Krohn for his 29 years of dedicated service to the citizens of Chesterfield County.

Preparer: R. Michael Hatton

Title: Deputy Fire Chief

Attachments:



Yes



No

#

000114

RECOGNIZING FIREFIGHTER DENNIS R. KROHN UPON HIS RETIREMENT

WHEREAS, Firefighter Dennis R. Krohn retired from the Fire and Emergency Medical Services Department, Chesterfield County, on March 1, 2007; and

WHEREAS, Firefighter Krohn attended Recruit School #8 in 1977 and has faithfully served the county for twenty-nine years in various assignments, as a Truck Company Firefighter at the Manchester Fire and EMS Station and at the Ettrick Fire and EMS Department; as a Firefighter at the Centralia Fire and EMS Station; and as a Truck Company Firefighter at the Buford Fire and EMS Station; and

WHEREAS, Firefighter Krohn served as an acting officer, Emergency Medical Technician, Technical Rescue Team member, Level II and Truck Company Firefighter; and

WHEREAS, Firefighter Krohn was involved in many successful fire and emergency medical rescues and vehicle extrications during his years of public service; and

WHEREAS, Firefighter Krohn was always known as an effective team player who worked to "get the job done," and during his career he has been recognized as an effective team member; and

WHEREAS, Firefighter Krohn trained many engine and truck company operators during his career, which will forever benefit our department; and

WHEREAS, Firefighter Krohn is an avid golfer, and he supported many charity golf tournaments during his career, including the Brad McNeer Memorial Golf Tournament; and

WHEREAS, Firefighter Krohn touched the lives of many citizens and made many sacrifices during his career to make Chesterfield County a safer place to live and raise a family.

NOW, THEREFORE, BE IT RESOLVED that the Chesterfield County Board of Supervisors recognizes the contributions of Firefighter Dennis R. Krohn, expresses the appreciation of all residents for his service to the county, and extends their appreciation for his dedicated service and their congratulations for his retirement.



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 14, 2007

Item Number: 8.C.4.b.

Subject:

Resolution Recognizing March 18-24, 2007, as Inhalants and Poisons Awareness Week in Chesterfield County

County Administrator's Comments:

County Administrator: _____

A handwritten signature, likely of the County Administrator, is written over the line.

Board Action Requested:

Summary of Information:

According to the Prevention Needs Assessment Survey administered to students in grades eight, 10 and 12 in November 2005 by SAFE, in collaboration with Youth Planning and Development, the percentage of Chesterfield County eighth-grade students using an inhalant in the previous 30 days was twice the national average. Inhalants are more commonly used by younger adolescents and can be deadly. They can kill the first, or any, time they are used. March 18-24 is national Inhalants and Poisons Awareness Week. The Board of Supervisors is requested to help bring visibility to this issue by recognizing Inhalants and Poisons Awareness Week in Chesterfield County.

Preparer: Jana D. Carter Title: Director, Juvenile Services

Attachments:



Yes



No

#

000116

RECOGNIZING MARCH 18-24, 2007, AS "INHALANTS AND
POISONS AWARENESS WEEK" IN CHESTERFIELD COUNTY

WHEREAS, there are over 1,400 products such as gasoline, propane, correction fluid, aerosols, computer dusters and nitrous oxide that are widely available, inexpensive, and can be misused by inhaling their fumes to produce a state of intoxication; and

WHEREAS, recent data from the National Institute for Drug Abuse and the Partnership for a Drug-Free America has shown that more than 2 million children in the United States experiment with inhalants each year, but nine out of ten parents are unaware or deny that their children have abused inhalants; and

WHEREAS, data from the 2005 Prevention Needs Assessment Survey of Chesterfield County students in grades 8, 10 and 12 revealed that one in five eighth-graders had tried an inhalant and eight percent had used an inhalant during the 30 days prior to the survey, twice the national average; and

WHEREAS, a child can immediately die from Sudden Sniffing Death Syndrome the very first, or any, time he or she experiments with an inhalant or suffer damage to the brain and other organs; and

WHEREAS, most parents and other adults know very little about inhalant abuse and do not realize that children can die or be severely harmed from such use; and

WHEREAS, Substance Abuse Free Environment Incorporated (SAFE), Chesterfield County's substance abuse prevention coalition, has been educating parents and others who work with children and adolescents about preventing inhalant abuse; and

WHEREAS, SAFE is sponsoring a special event for parents and other adults on March 20, 2007 featuring Harvey Weiss, the executive director of the National Inhalant Prevention Coalition, to raise awareness of the dangers of inhalants; and

WHEREAS, "National Inhalants and Poisons Awareness Week" is March 18-24, 2007.

NOW, THEREFORE, BE IT RESOLVED that the Chesterfield County Board of Supervisors recognizes March 18-24, 2007, as "Inhalants and Poisons Awareness Week" in Chesterfield County and urge all parents to learn more about how to prevent this dangerous practice among our children.

000117



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 14, 2007

Item Number: 8.C.4.c.

Subject:

Resolution Recognizing March 2007, as "Purchasing Month" in Chesterfield County

County Administrator's Comments:

County Administrator: _____

A handwritten signature, likely of the County Administrator, is written over the line.

Board Action Requested:

Adoption of Resolution Recognizing March 2007, as "Purchasing Month" in Chesterfield County.

Summary of Information:

Purchasing associations throughout the world participate in Purchasing Month as recognition for the purchasing profession and its value to the economic conditions within all localities, states, and nations. Public purchasing requires: that ethical principles govern all conduct; a working knowledge of a wide range of goods and services; up-to-date knowledge of legalities and regulations; ability to communicate and skills to work with a diversity of users and vendors; and technical knowledge in areas such as purchasing methods, contracting, source selection, bidding, negotiation, evaluation methods, scheduling, and contract administration. It is requested that Chesterfield County Board of Supervisors participate in supporting this recognition on a local basis.

Preparer: H. Edward James

Title: Director of Purchasing

Attachments:



Yes



No

#

000118

RECOGNIZING MARCH 2007, AS "PURCHASING MONTH"

WHEREAS, the purchasing and materials management profession has a significant role in the quality, efficiency and profitability of business and government throughout the United States; and

WHEREAS, the purchasing and materials management profession works for private and public, and profit and nonprofit organizations; and

WHEREAS, in addition to the purchase of goods and services, the purchasing and materials management profession engages in or has direct responsibility for functions such as executing, implementing and administering contracts; developing forecast and procurement strategies; supervising and/or monitoring the flow and storage of materials; and developing working relations with suppliers and with other departments within the organization; and

WHEREAS, the purchasing and materials management profession has tremendous influence on the economic conditions in the United States, with an accumulative purchasing power running into the billions of dollars; and

WHEREAS, purchasing or procurement operations range from departments of one person to several thousand; and

WHEREAS, governmental purchasing and other associations around the world are sponsoring activities and special events to further educate and inform the general public on the role of purchasing within business, industry and government.

NOW, THEREFORE, BE IT RESOLVED that the Chesterfield County Board of Supervisors hereby recognizes the month of March 2007, as "Purchasing Month" in Chesterfield County and encourages all citizens to join in commemorating this observance.



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 2

Meeting Date: March 14, 2007

Item Number: 8.C.5.

Subject:

Approval of Utility Contract for Otterdale Road Phase 2/Harpers Mill Parkway Phase 1, Contract Number 06-0112

County Administrator's Comments:

Recommend Approval

County Administrator: _____

[Signature]

Board Action Requested: Staff recommends that the Board of Supervisors approve this contract and authorize the County Administrator to execute any necessary documents.

Summary of Information:

This project includes an extension of 2,017 L.F.± of 30" oversized water lines. The Developer is required to have a 24" water line to serve his development. Staff has requested that the water lines be oversized to provide service to adjoining properties. In accordance with the ordinance, the Developer is entitled to refunds for the construction cost of the oversized improvements.

Developer: Oakbridge Corporation

Contractor: Piedmont Construction Company, Inc.

Contract Amount:

Estimated County Cost for Oversizing	\$54,614.00
Estimated Developer Cost	\$515,686.00
Estimated Total	\$570,300.00

Code: (Refunds thru Connections - Oversizing)

5B-572VO-E4C

District: Matoaca

Preparer: J.E. Beck, Jr.

Title: Assistant Director of Utilities

Attachments:



Yes



No

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000120



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 2 of 2

Meeting Date: March 14, 2007

Budget and Management Comments:

Sufficient funds have been appropriated in the Utilities Department's water operating budget to cover the total estimated cost of \$54,614 to refund the developer for the oversized improvements.

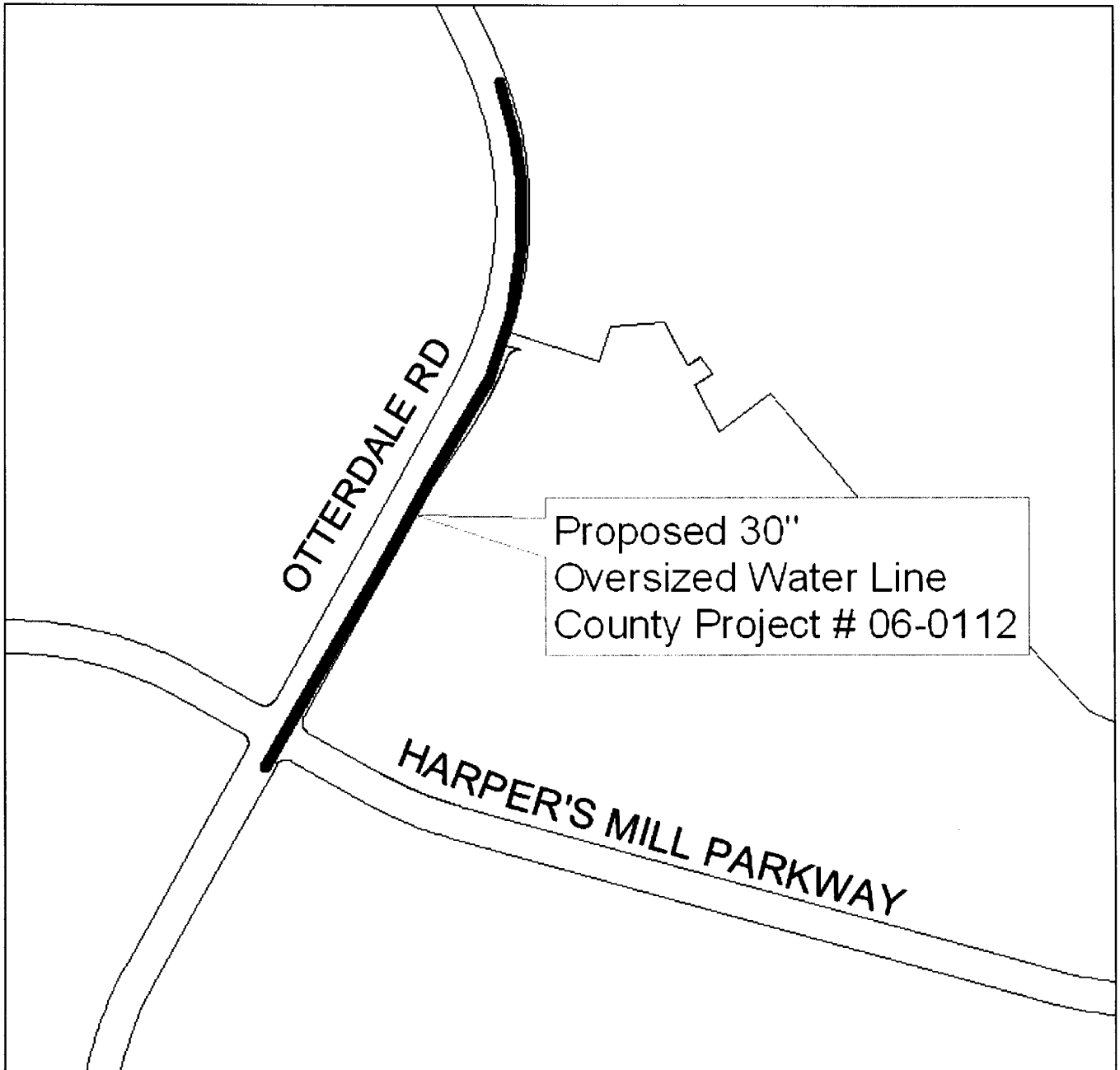
Preparer: Allan M. Carmody

Title: Director, Budget and Management

000121

VICINITY SKETCH

Otterdale Rd. Ph 2/ Harper's Mill Pkwy. Ph 1
County Project # 06-0112



Chesterfield County Department of Utilities



1 inch equals 376.48 feet

000122



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 2

Meeting Date: March 14, 2007

Item Number: 8.C.6.a.

Subject:

Award of construction contract for County Project #05-0149, Southwest Corridor Water Improvements, River/Riverway Rds. Project B

County Administrator's Comments: *Recommend Approval*

County Administrator: _____ *LJB*

Board Action Requested: Staff requests that the Board of Supervisors award the construction contract to S.J. Louis Construction, Inc. in the amount of \$8,200,000.00 and authorize the County Administrator to execute the necessary documents.

Summary of Information:

This project consists of the construction of approximately 29,000 linear feet of 42 inch water main. The project begins at the intersection of Ivey Mill Road and River Road extending west along River Rd. and then along Riverway Road ending at the intersection of Prince Phillip Lane and Riverway Rd. This system will provide additional capacity to serve the County's future and existing water demands.

Staff received fourteen (14) bids ranging from \$6,947,776.50 to \$12,474,186.84. After reviewing the bids, the apparent low bid lacked the necessary related experience required in the specifications. The apparent second low bid had an incomplete bid submittal and was deemed non-responsive. Bid evaluation further indicated the apparent third low bid to be the lowest responsive bid was in the amount of \$8,200,000.00, by S.J. Louis Construction, Inc. The County's engineering consultant, URS Corporation has evaluated the bids and recommends award of the contract to S.J. Louis Construction, Inc. in the amount of \$8,200,000.00. Funds for this project are available in the current CIP.

District: Matoaca

Preparer: _____ Roy E. Covington, P.E. _____

Title: _____ Director of Utilities _____

Attachments:



Yes



No

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000123



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 2 of 2

Meeting Date: March 14, 2007

Budget and Management Comments:

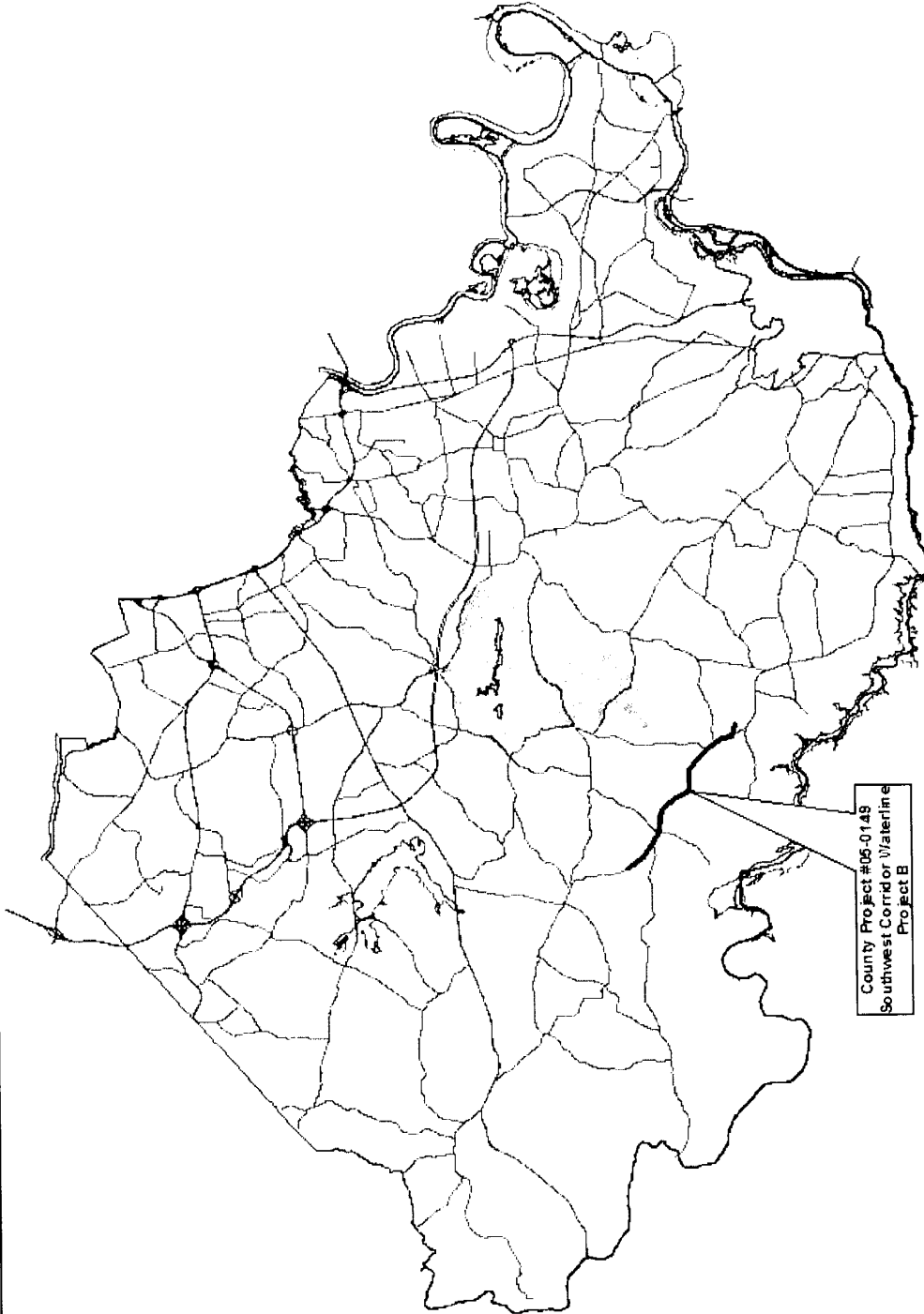
Sufficient funds are available in the River/Riverway Roads-Project B budget to cover the recommended bid amount of \$8,200,000.

Preparer: Allan M. Carmody

Title: Director, Budget and Management

000124

**CHESTERFIELD COUNTY
DEPARTMENT OF UTILITIES**



**Southwest Corridor Water System Improvements
Waterline Project B**

72



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 2

Meeting Date: March 14, 2007

Item Number: 8.C.6.b

Subject:

Award of Construction Contract for County Project #05-0147, Southwest Corridor Water Improvements, River Road - Project A

County Administrator's Comments:

Recommend Approval

County Administrator: _____

SRP

Board Action Requested: Staff requests that the Board of Supervisors award the construction contract to Park Construction Corp. in the amount of \$10,113,013.13 and authorize the County Administrator to execute the necessary documents.

Summary of Information:

This project consists of the construction of approximately 38,235 linear feet of 42 inch water main. The project begins approximately 1400 feet south of the intersection of Chesdin Road (SR669) and River Rd. (SR602) extending west along River Rd. and ending near the intersection of Ivey Mill Rd. and River Rd. This system will provide additional capacity to serve the County's future and existing water demands.

Staff received thirteen (13) bids ranging from \$10,113,013.13 to \$17,623,663.00. The lowest bid was in the amount of \$10,113,013.13, by Park Construction Corporation. The County's engineering consultant, Michael Baker Jr., Inc. has evaluated the bids and recommends award of the contract to Park Construction Corporation.

Funds for this project are available in the current CIP.

District: Matoaca

Preparer: Roy E. Covington, P.E.

Title: Director of Utilities

Attachments:



Yes



No

#

000126



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 2 of 2

Meeting Date: March 14, 2007

Budget and Management Comments:

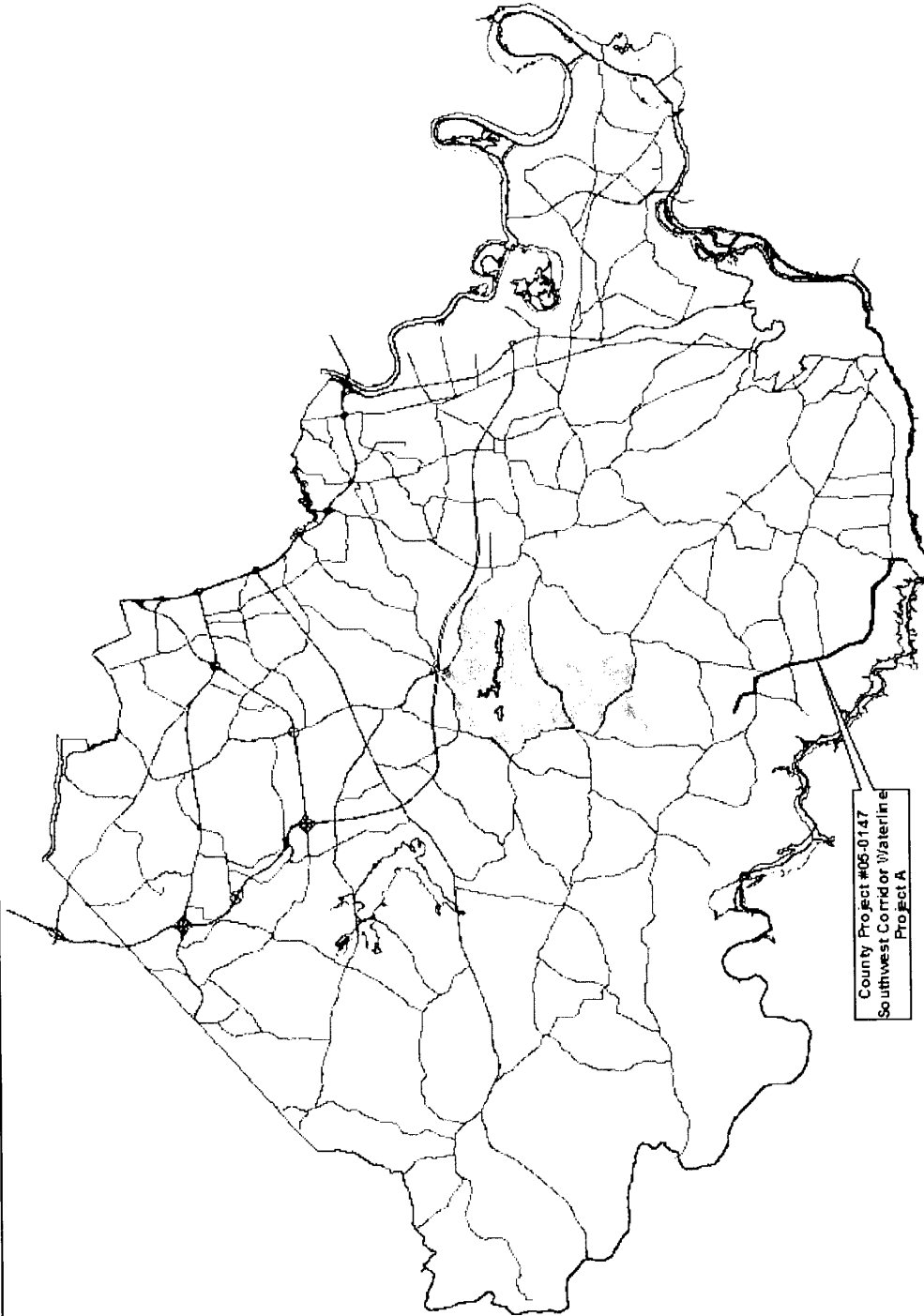
Sufficient funds are available in the River Road-Project A budget to cover the recommended bid amount of \$10,113,013.13.

Preparer: Allan M. Carmody

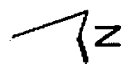
Title: Director, Budget and Management

000127

**CHESTERFIELD COUNTY
DEPARTMENT OF UTILITIES**



**Southwest Corridor Water System Improvements
Waterline Project A**





**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 14, 2007

Item Number: 8.C.7.

Subject: Conveyance of an Easement to Columbia Gas of Virginia, Incorporated

County Administrator's Comments:

Recommend Approval

County Administrator: _____

JRH

Board Action Requested: Authorize the Chairman of the Board of Supervisors and the County Administrator to execute an easement agreement with Columbia Gas of Virginia, Inc. across county property to serve the Tomahawk Creek Middle School.

Summary of Information:

Staff requests that the Board of Supervisors authorize the Chairman of the Board of Supervisors and the County Administrator to execute an easement agreement with Columbia Gas of Virginia, Inc. across county property to serve the Tomahawk Creek Middle School.

This request has been reviewed by staff and approval is recommended.

District: Matoaca

Preparer: _____ John W. Harmon

Title: _____ Right of Way Manager

Attachments:



Yes



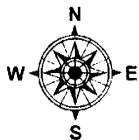
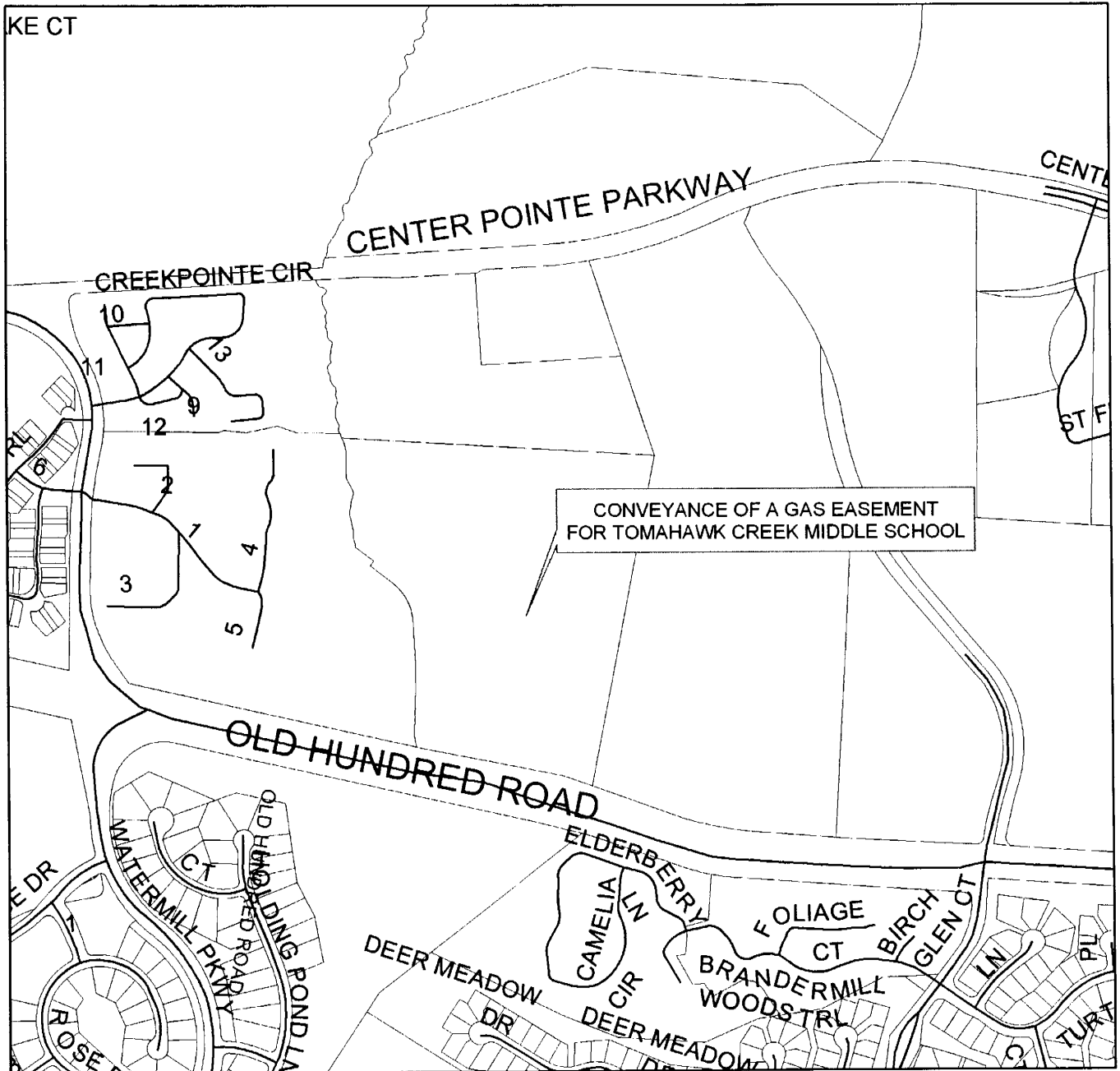
No

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000129

VICINITY SKETCH

CONVEYANCE OF AN EASEMENT TO COLUMBIA GAS OF VIRGINIA, INC



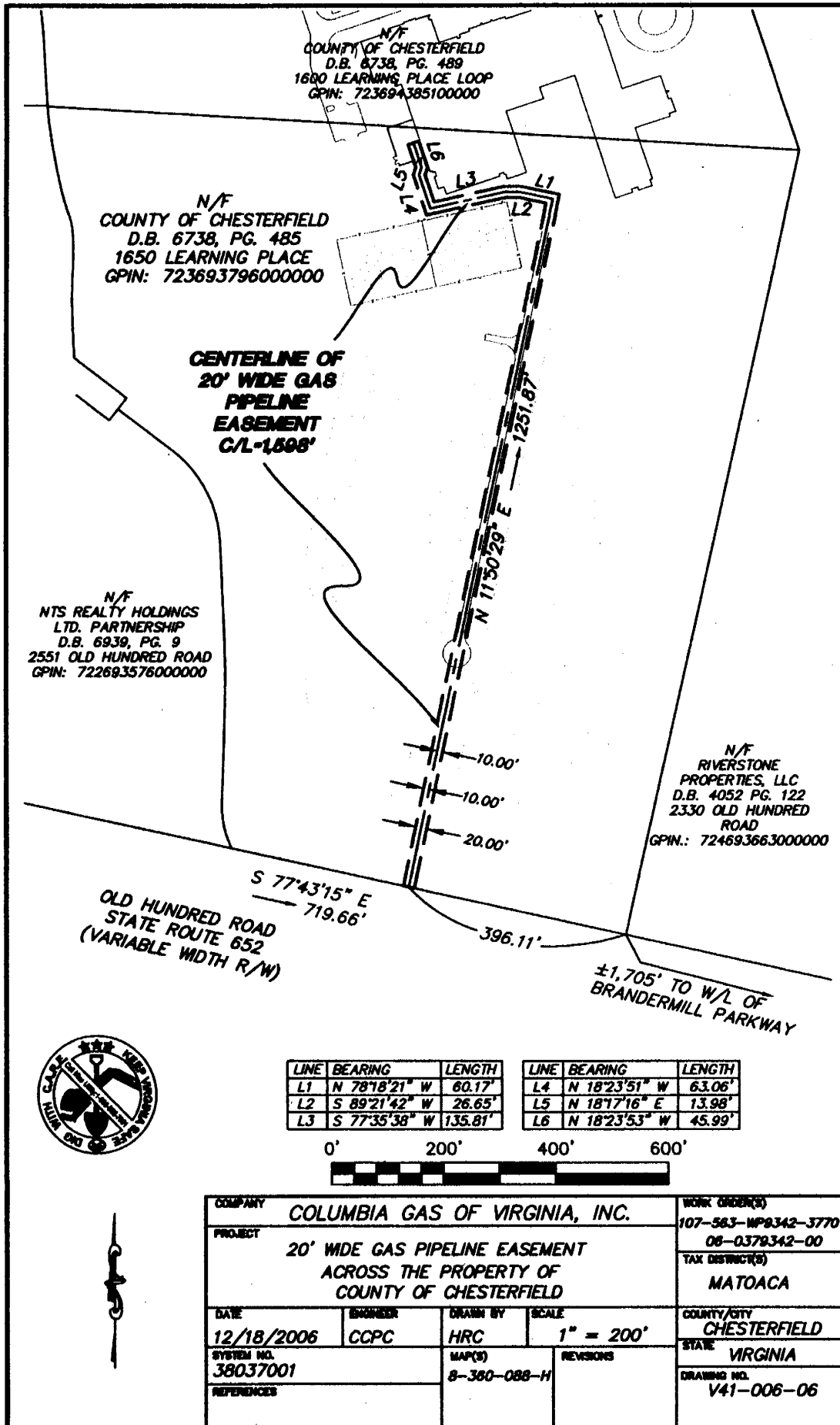
Chesterfield County Department of Utilities



1 inch equals 591.42 feet

000130

F:\CTR PPT Middle School\C-06-0379342-00.dwg, Layout, 12/20/2006 1:40:46 PM,





**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 14, 2007

Item Number: 8.C.8.a.

Subject:

Acceptance of a Parcel of Land Along the West Right of Way Line of N. Arch Road from Allen and Margaret Kidd

County Administrator's Comments:

Recommend Approval

County Administrator: _____

JSR

Board Action Requested:

Accept the conveyance of a parcel of land containing 0.064 acres along the west right of way line of N. Arch Road (State Route 672) from Allen and Margaret Kidd, and authorize the County Administrator to execute the deed.

Summary of Information:

It is the policy of the county to acquire right of way whenever possible through development to meet the ultimate road width as shown on the County Thoroughfare Plan. The dedication of this parcel conforms to that plan, and will decrease the right of way costs for road improvements when constructed.

District: Clover Hill

Preparer: John W. Harmon

Title: Right of Way Manager

Attachments:



Yes



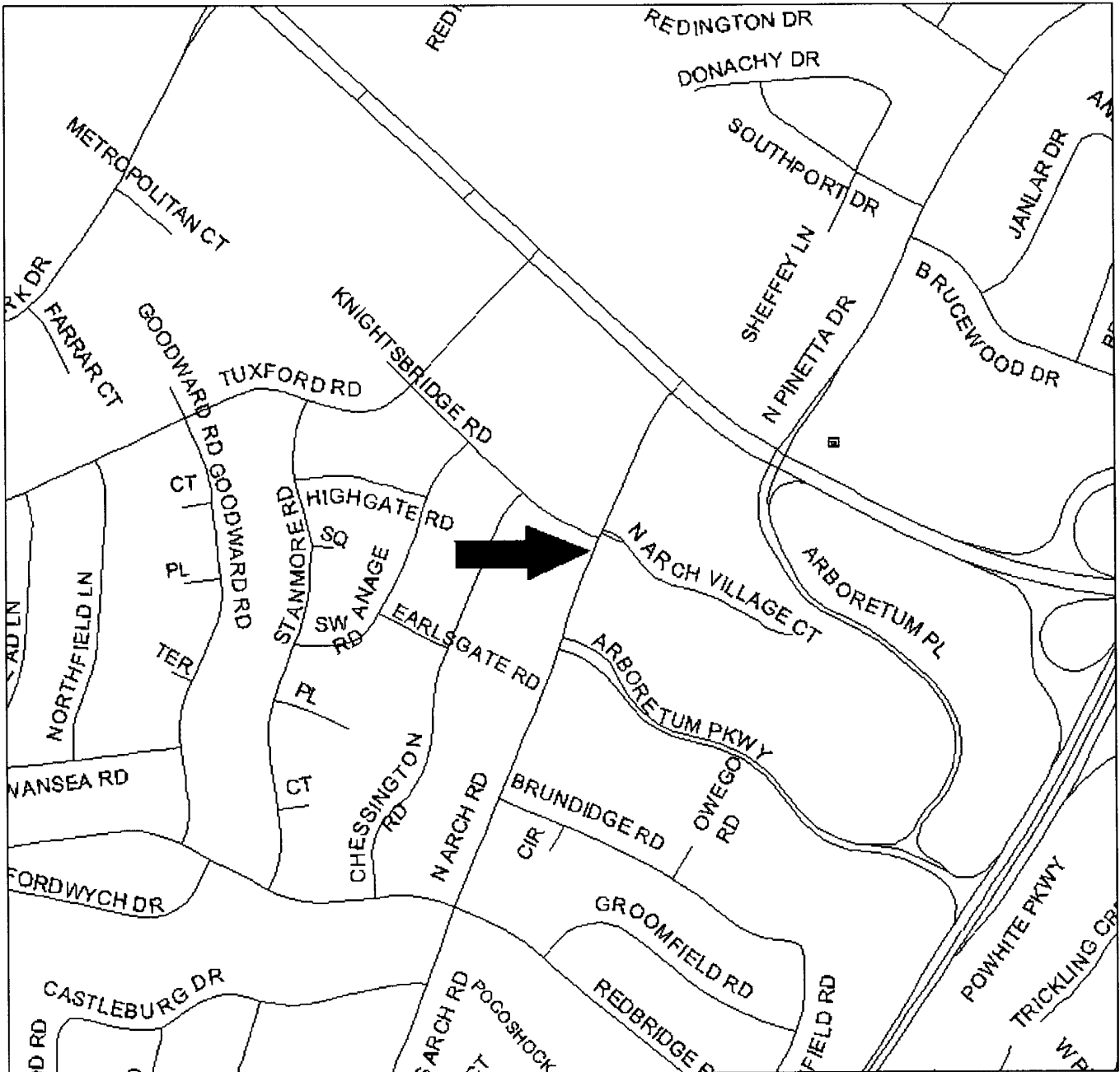
No

#

000132

VICINITY SKETCH

ACCEPTANCE OF A PARCEL OF LAND ALONG
THE WEST RIGHT OF WAY LINE OF N ARCH
ROAD FROM ALLEN AND MARGARET KIDD



Chesterfield County Department of Utilities



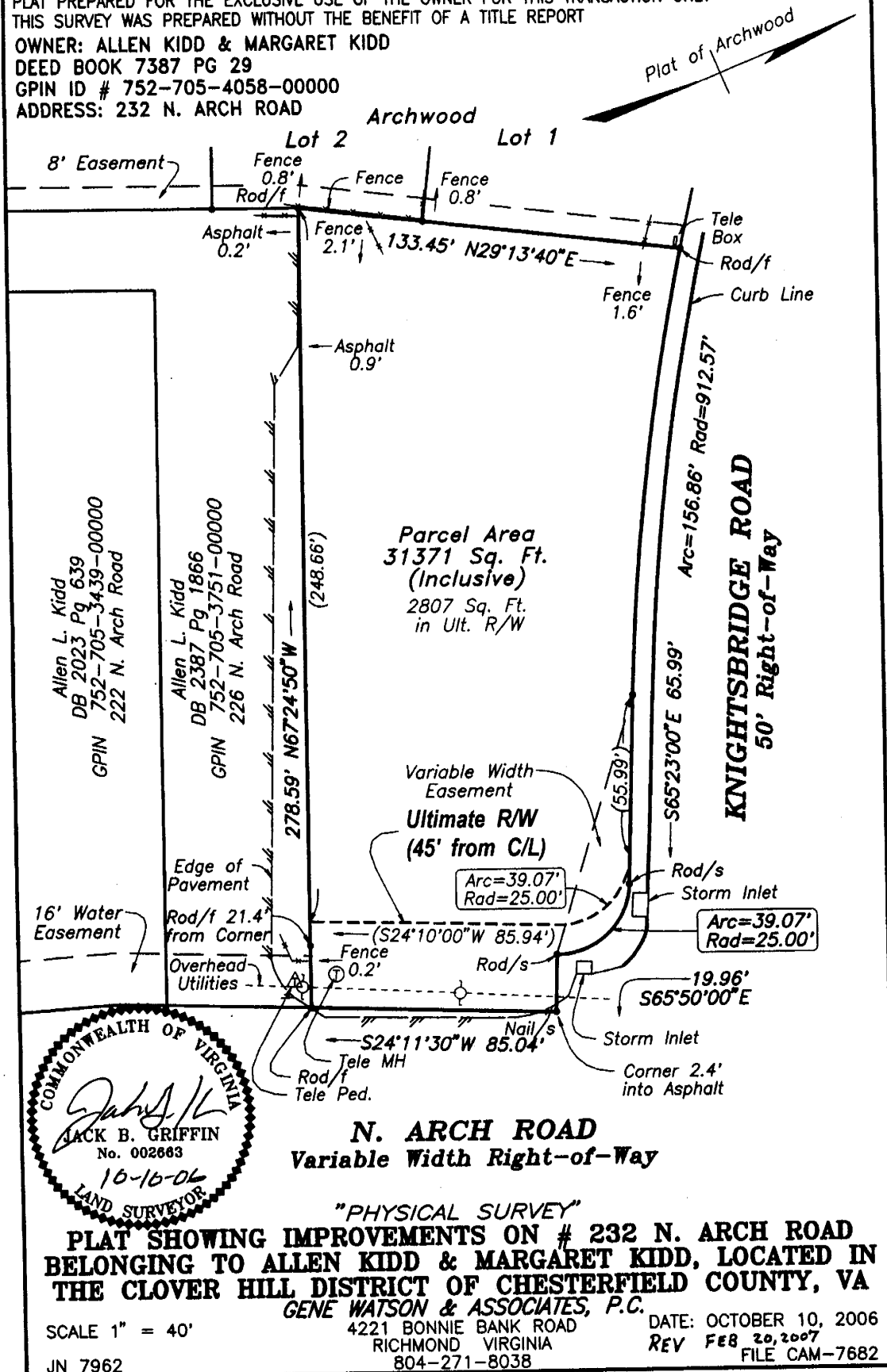
1 inch equals 666.67 feet

000133

THIS IS TO CERTIFY THAT ON 10-10-06 I MADE AN ACCURATE FIELD SURVEY OF THE PROPERTY AS SHOWN HEREON; THAT IMPROVEMENTS AND VISIBLE EVIDENCE OF EASEMENTS ARE SHOWN HEREON; THAT THERE ARE NO ENCROACHMENTS BY IMPROVEMENTS EITHER FROM ADJOINING PROPERTY OR FROM SUBJECT PROPERTY UPON ADJOINING PROPERTY, OTHER THAN AS SHOWN HEREON; ACCORDING TO THE CURRENT FEMA FLOOD RATE MAPS THIS PROPERTY APPEARS TO BE LOCATED WITHIN ZONE C.

PLAT PREPARED FOR THE EXCLUSIVE USE OF THE OWNER FOR THIS TRANSACTION ONLY
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT

OWNER: ALLEN KIDD & MARGARET KIDD
DEED BOOK 7387 PG 29
GPIN ID # 752-705-4058-00000
ADDRESS: 232 N. ARCH ROAD



000134



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 14, 2007

Item Number: 8.0.8.b.

Subject:

Acceptance of a Parcel of Land Along the East Right of Way Line of South Old Hundred Road from MAG Properties

County Administrator's Comments:

Recommend Approval

County Administrator: _____

[Signature]

Board Action Requested:

Accept the conveyance of a parcel of land containing 0.015 acres along the east right of way line of South Old Hundred Road (State Route 754) from MAG Properties, and authorize the County Administrator to execute the deed.

Summary of Information:

It is the policy of the county to acquire right of way whenever possible through development to meet the ultimate road width as shown on the County Thoroughfare Plan. The dedication of this parcel conforms to that plan, and will decrease the right of way costs for road improvements when constructed.

District: Clover Hill

Preparer: John W. Harmon

Title: Right of Way Manager

Attachments:



Yes

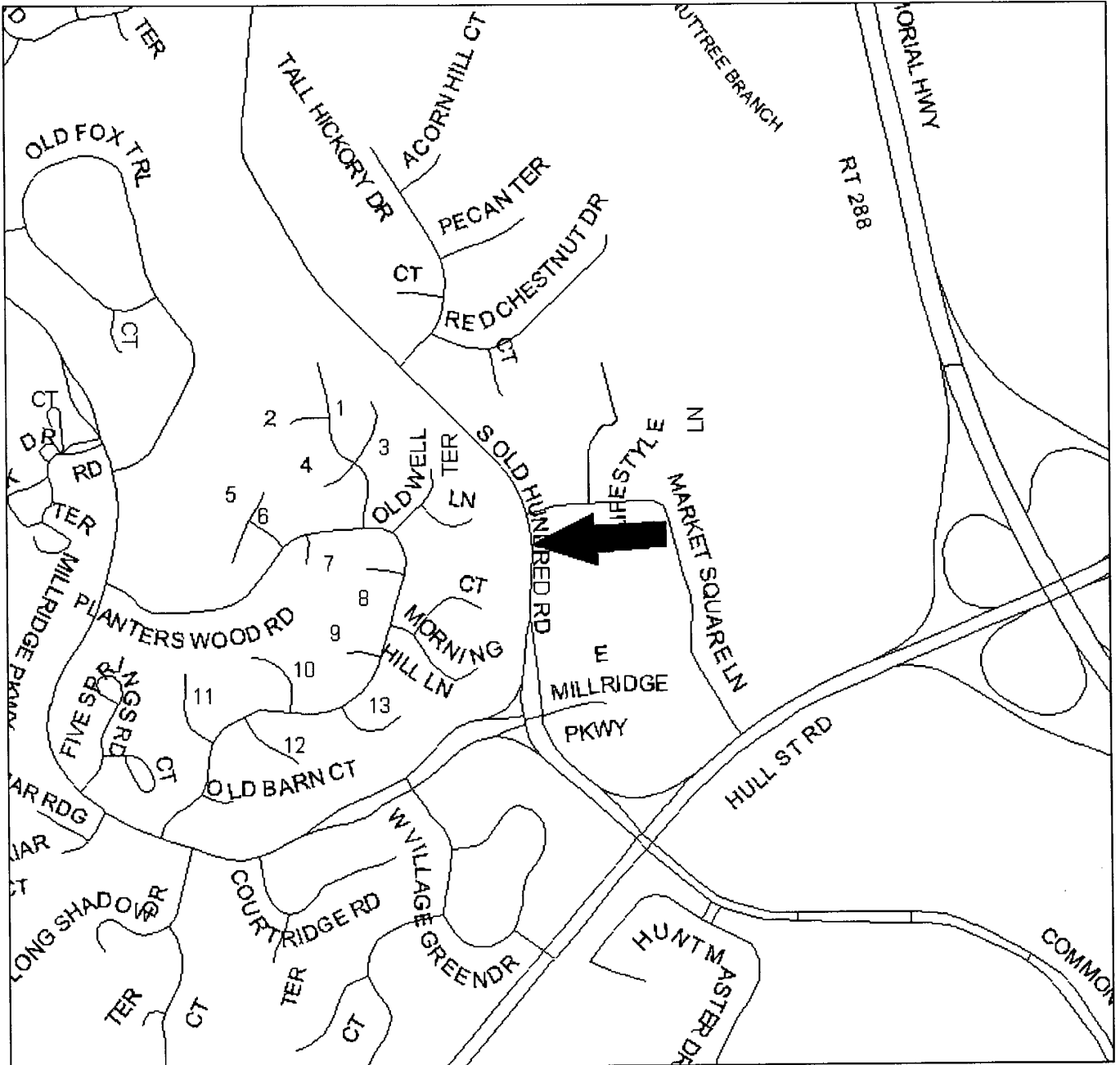


No

000135

VICINITY SKETCH

ACCEPTANCE OF A PARCEL OF LAND ALONG
THE EAST RIGHT OF WAY LINE OF SOUTH OLD
HUNDRED ROAD FROM MAG PROPERTIES

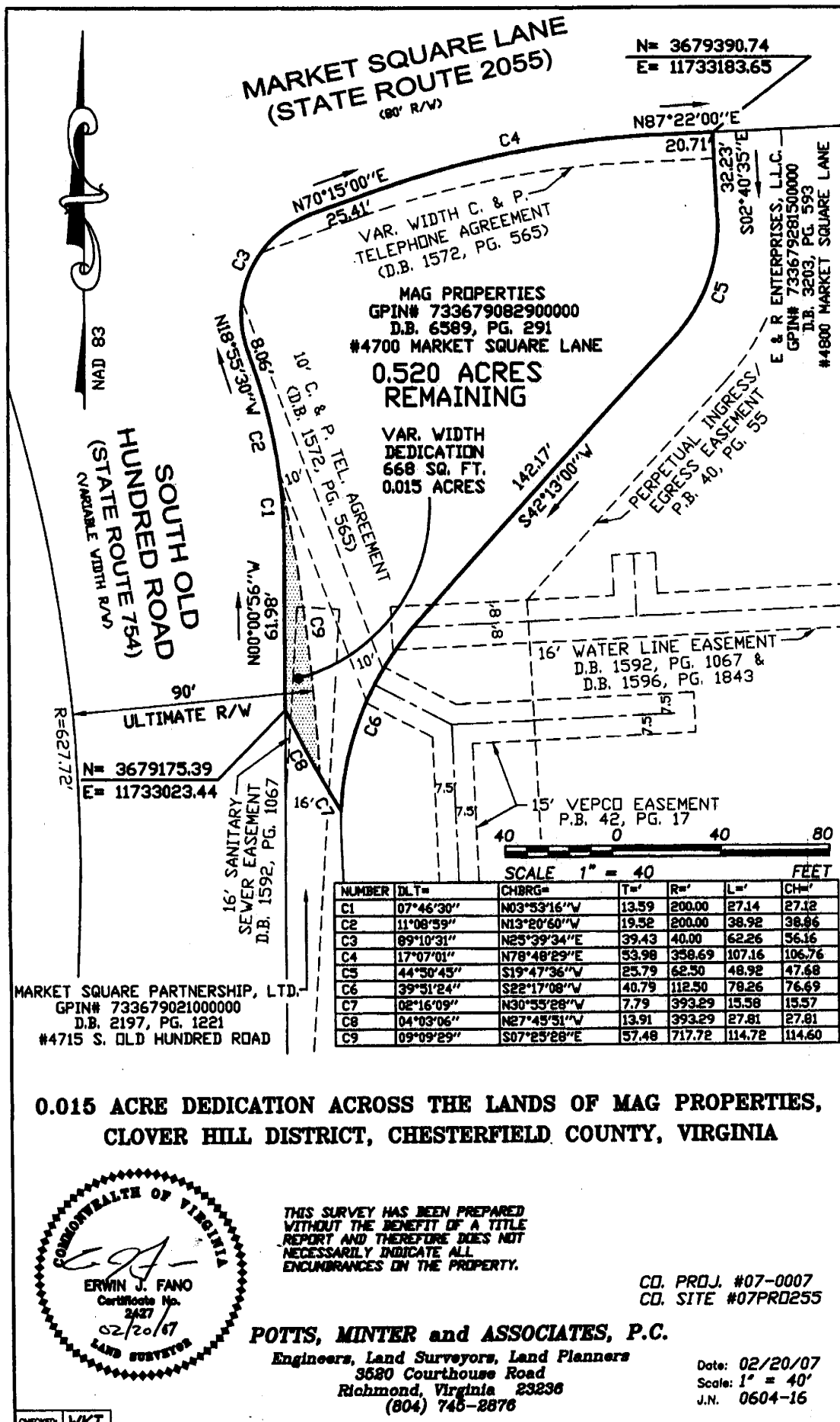


Chesterfield County Department of Utilities



1 inch equals 660 feet

000136



000137



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 14, 2007

Item Number: 8.C.9.

Subject:

Request to Quitclaim a Portion of a Sixteen-Foot Water Easement Across the Property of The Commonwealth of Virginia, Virginia State University

County Administrator's Comments:

Recommend Approval

County Administrator: _____

JWR

Board Action Requested:

Authorize the Chairman of the Board of Supervisors and the County Administrator to execute a quitclaim deed to vacate a portion of a 16' water easement across the property of the The Commonwealth of Virginia, Virginia State University.

Summary of Information:

The Commonwealth of Virginia, Virginia State University has requested the quitclaim of a portion of a 16' water easement across its property as shown on the attached plat. Staff has reviewed the request and approval is recommended.

District: Matoaca

Preparer: John W. Harmon

Title: Right of Way Manager

Attachments:



Yes



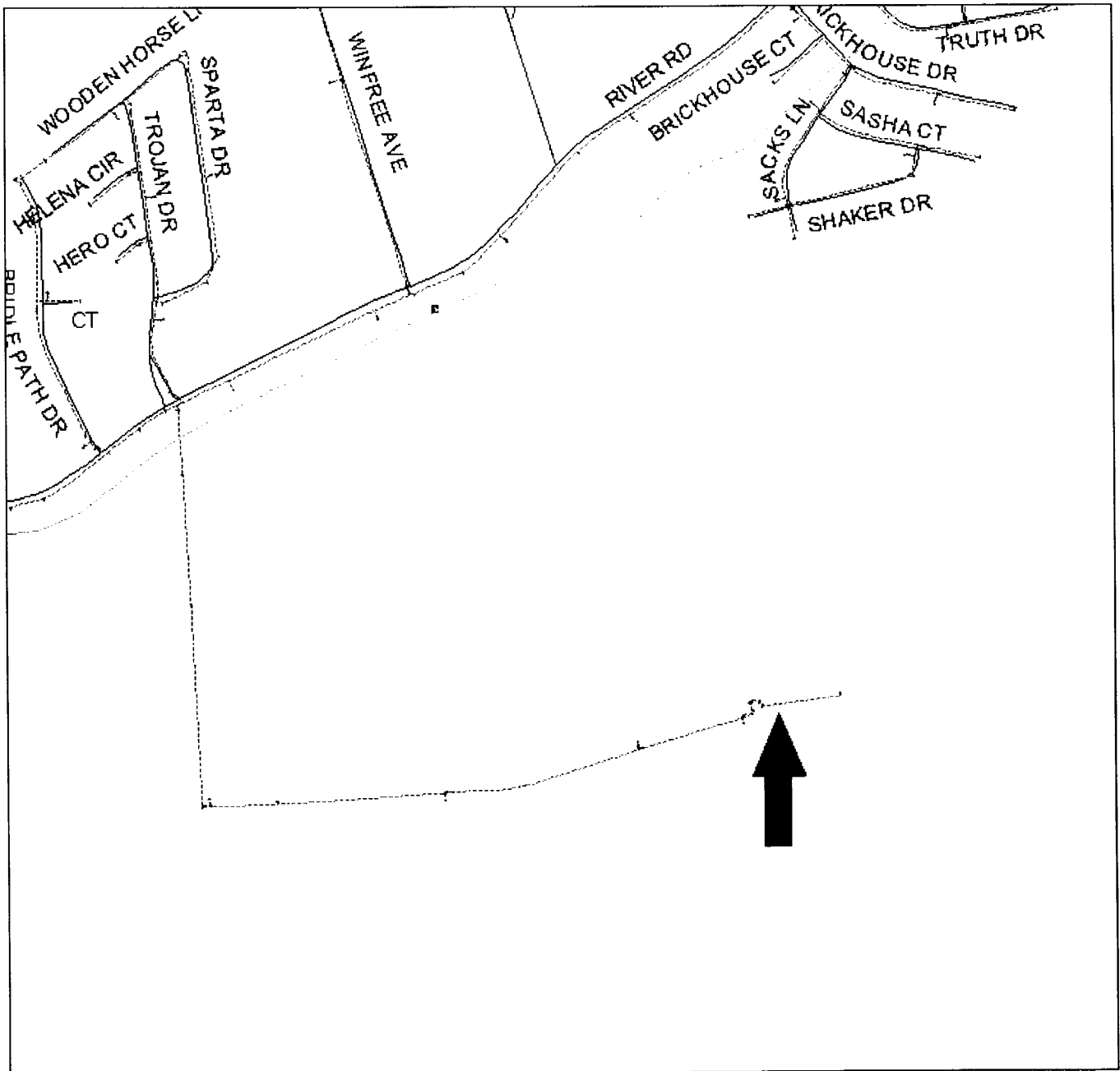
No

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000138

VICINITY SKETCH

REQUEST TO QUITCLAIM A PORTION OF A SIXTEEN FOOT
WATER EASEMENT ACROSS THE PROPERTY OF THE
COMMONWEALTH OF VIRGINIA VIRGINIA STATE UNIVERSITY



Chesterfield County Department of Utilities



1 inch equals 666.67 feet

000139

SHEET NO.
1 OF 1



8 & PROFIT INCORPORATED
2324 LAMAR AVENUE
LYNCHBURG, VA 24501
800.342.4666 TOLL FREE
454.547.7795 FAX
454.547.7795 MAIN

NOTES: THIS PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND THIS DOES NOT, THEREFORE, NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY.

SOURCE OF TITLE:
COMMONWEALTH OF VIRGINIA
FOR THE BENEFIT OF VIRGINIA STATE UNIVERSITY
D.B. 343, PG. 21

CHESTERFIELD COUNTY PROJECT NUMBER: 04-428

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 28°23'28" E	28.12
L2	S 05°28'41" E	103.15
L3	M 72°35'31" E	1.08
L4	N 16°41'05" W	48.98
L5	N 73°16'54" E	50.22
L6	S 40°42'01" E	28.21
L7	N 83°19'12" E	391.57

CURVE TABLE		
CURVE	DELTA	LENGTH RADIUS
G1	15°44'28"	120.49 500.00

TYPICAL EASEMENT DIMENSIONS

PROPOSED 16' PERMANENT WATERLINE EASEMENT

CENTERLINE

1" = 30'

DETAIL 'B' 1"=100'

[illegible]

PROPOSED 16' WATERLINE EASEMENT
TO BE DETACHED
FROM POINT 'A' TO POINT 'B'
(EASEMENT CALLS REFERENCE
THE CENTERLINE)
(SEE DETAIL 'A')

S 82°50'32" E
54.45' E
N 81°08'42" E
354.07
N 36°07'58.13" E
E 117°02'45.0" E

THE SHADED PORTION OF THE EXISTING
16' WATERLINE EASEMENT TO BE VACATED
(SEE DETAIL 'B')

POINT OF BEGINNING
(PROPOSED EASEMENT)

N 77°38'14" E
63.14' W
S 68°23'15" W
53.29' W

797-611-8599-0000
1001 E RIVER ROAD

HOOD RIVER
100 CFS (N)

POINT OF BEGINNING
(EXISTING EASEMENT)

PORT OF BEGINNING
(EXISTING EASEMENT)

TROY DRIVE
RTE 1330
(VARIABLE WIDTH R/W)

APPROXIMATE RIVER WATER AUTHORITY
WATER PIPE LINE EASEMENT
D.B. 893, PG. 714

L1, L2, L3

EXISTING 16' WATERLINE EASEMENT
D.B. 7179, PG. 823
(EASEMENT CALLS REFERENCE THE CENTERLINE)
(SEE DETAIL 'A')

V.E.P.CO. POWERLINE
EASEMENT

86°43'56" E

N 72°35'31" E

N 77°58'14" E
63.14'
N 06°23'15" W
57.00'

3

PROPOSED 16' WATERLINE EASEMENT
TO BE DEDICATED
(FROM POINT 'A' TO POINT 'B')
(EASEMENT CALLS REFERENCE
THE CENTERLINE)
(SEE DETAIL 'A')



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 14, 2007

Item Number: 8.C.10.

Subject:

Request Permission to Install a Private Sewer Service Within a Private Easement to Serve Property at 2231 McRae Road

County Administrator's Comments:

Recommend Approval

County Administrator: _____

JWH

Board Action Requested:

Grant R.C. Wheeler Construction Company permission to install a private sewer service within a private easement and authorize the County Administrator to execute the sewer connection agreement.

Summary of Information:

R.C. Wheeler Construction Company has requested permission to install a private sewer service within a private easement to serve property at 2231 McRae Road. This request has been reviewed by staff and approval is recommended.

District: Midlothian

Preparer: John W. Harmon

Title: Right of Way Manager

Attachments:



Yes



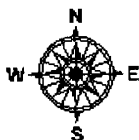
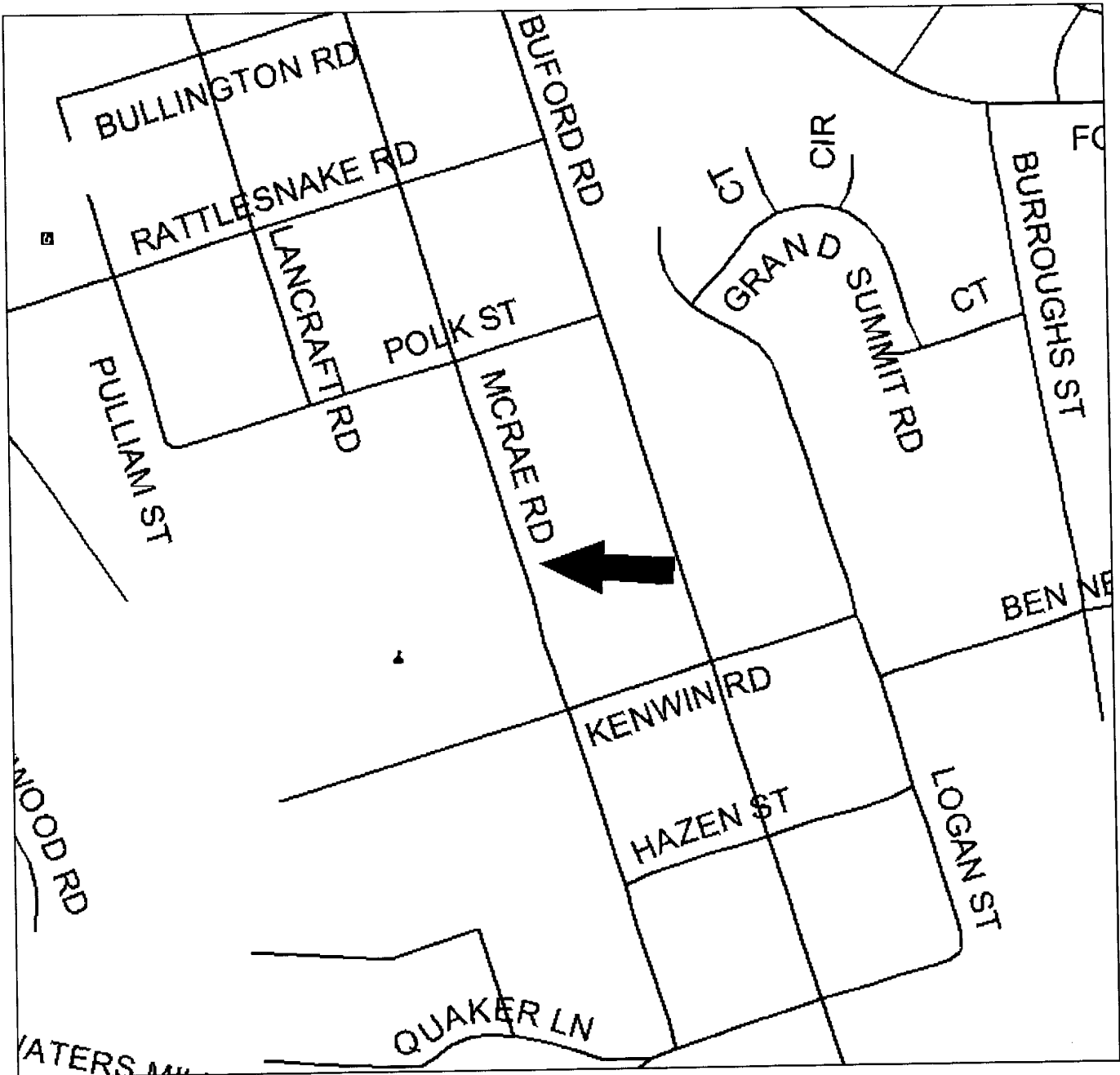
No

#

000141

VICINITY SKETCH

REQUEST PERMISSION TO INSTALL A PRIVATE
SEWER SERVICE WITHIN A PRIVATE EASEMENT
TO SERVE PROPERTY AT 2231 MCRAE ROAD



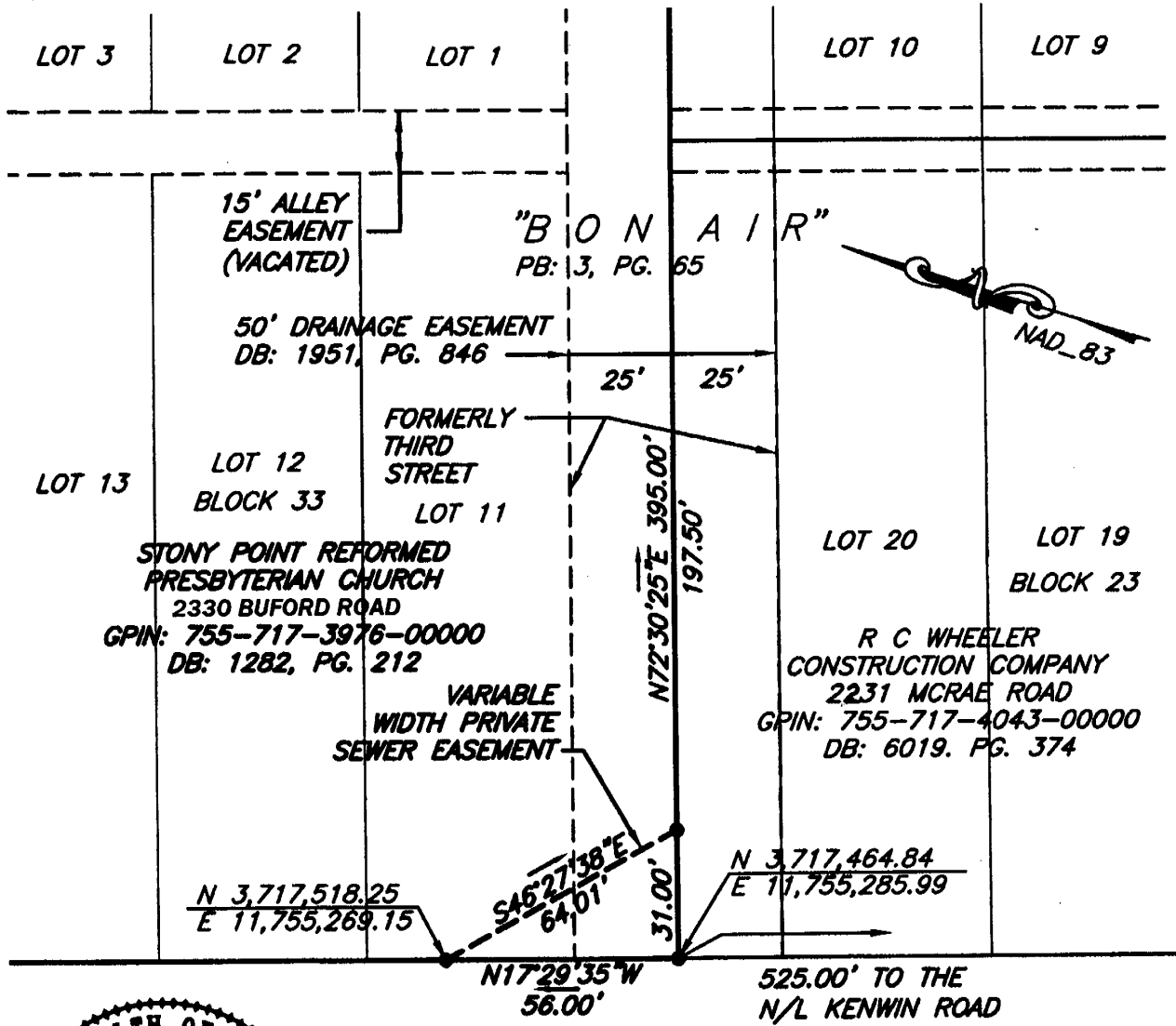
Chesterfield County Department of Utilities



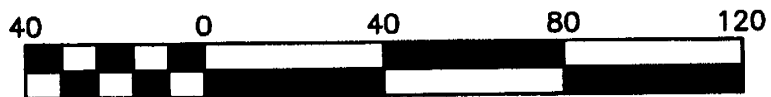
1 inch equals 416.67 feet

000142

NOTE: THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO INFORMATION WHICH MAY BE DISCLOSED BY SUCH. NOT ALL EASEMENTS AND NO IMPROVEMENTS SHOWN.



MCRAE ROAD
STATE ROUTE 1703
50' R/W



Scale 1" = 40'

DWG: JAB
CHK: MBB

DATE: 02/05/2007
SCALE: 1"=40'
JOB NO: C0610836

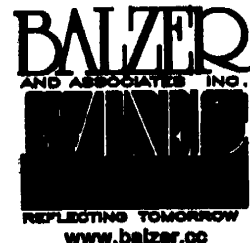
**PLAT SHOWING A VARIABLE WIDTH
PRIVATE SEWER EASEMENT ACROSS
THE PROPERTY OF STONY POINT
REFORMED PRESBYTERIAN CHURCH**

MIDLOTHIAN DISTRICT

CHESTERFIELD COUNTY, VIRGINIA

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Y:\C2006\C0610000\C0610836\DWG\C0610836.DWG

000143



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 14, 2007

Item Number: 8.C.11.

Subject:

Authorize the County Administrator to Apply for a Hazard Mitigation Grant to Acquire Properties Flooded by Tropical Storm Ernesto

County Administrator's Comments: *Recommend Approval*

County Administrator: *[Signature]*

Board Action Requested:

Authorize the county administrator to apply for a Hazard Mitigation Grant to acquire properties flooded by Tropical Storm Ernesto.

Summary of Information:

As the members of the Board of Supervisors will recall Tropical Storm Ernesto resulted in isolated flooding on Lyndale Drive and Harrowgate Road. In the aftermath, the Department of Building Inspection met with homeowners who incurred flood damage. These flood damaged single-family homes have been inundated by floodwaters from small streams, which swell significantly, causing damage to the homes and their contents. The homeowners have expressed a desire to participate in a Hazard Mitigation Grant similar to the grants previously received for the repetitively flooded homes on Beach Road and Hudswell Lane. One of the conditions of application for such a grant requires that the body making application declare its intention at a public meeting. Staff is requesting that the Board authorize the county to apply for a grant to acquire flood damaged homes at 14700 Harrowgate Road and 8320 Lyndale Drive with a stipulation that county funds would not be expended on any of these acquisitions as was the case for the homes on Beach Road and Hudswell Lane.

These are single family dwellings identified in the county which have experienced and reported flooding of the living space from storms. In the future we may identify a few other single family dwellings subject to flooding of their living space.

Preparer: William D. Dupler

Title: Building Official

Attachments:

☐

Yes

☒

No

000144



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 2

Meeting Date: March 14, 2007

Item Number: 8C,12.

Subject:

Consider Receipt and Appropriation of \$106,951.20 in Federal Aviation Administration (FAA) Funds, \$3,377.40 in Virginia Department of Aviation (DOAV) Funds and Approval of Change Order Number Two (2) in the Amount of \$112,580.21 to the Construction Contract with Branch Highways, Incorporated for the Construction of the North Terminal Apron and T-Hangar Taxiway Connector.

County Administrator's Comments:

Recommend Approval

County Administrator: _____

ABR

Board Action Requested:

The Board of Supervisors is requested to consider the receipt and appropriation of \$106,951.20 in FAA funds, \$3,377.40 in DOAV funds and to authorize the county administrator to execute change order number two (2) with Branch Highways, Inc. in the amount of \$112,580.21.

Summary of Information:

The North Terminal Apron was constructed in an area of existing wetlands. The contract provided for an anticipated amount of unsuitable material to be removed from the site and replaced with suitable material from other project areas. During construction, it was discovered that the unsuitable material far exceeded the expected limits. Change order number two (2) in the amount of \$112,580.21 reflects the direct cost for the contractor to complete the work, plus allowances as allowed by the contract. Both the FAA and the DOAV have approved this additional work and will fund \$106,951.20 and \$3,377.40 respectively. At a funding ratio of 95/3/2, the local match would be \$2,252.61 and is available in the current appropriated budget for this project.

Preparer: Francis M. Pitaro

Title: Director of General Services

Attachments:



Yes



No

#000145



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 2 of 2

Meeting Date: March 14, 2007

Budget and Management Comments:

This item requests that the Board consider the receipt and appropriation of \$106,951.20 in Federal Aviation Administration funds, \$3,377.40 in Virginia Department of Aviation funds, and to authorize the county administrator to execute change order number two (2) in the amount of \$112,580.21 to Branch Highways, Inc. The local match of \$2,251.61 is available in the current budget of this project.

Appropriation of these federal and state funds will cover the cost of the change order for the additional work required to remove unsuitable material from the wetlands site at the North Terminal Apron and T-hangar Taxiway at the Airport.

Preparer: Allan M. Carmody

Title: Director, Budget and Management

000146



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 2

Meeting Date: March 14, 2007

Item Number: 8.C.13.

Subject:

Award a Contract to Replace the Existing Bullet Trap at the Public Safety Training Center at Enon to Super Trap, Incorporated in the Amount of \$182,342 and Appropriate Funds for the Entire Project

County Administrator's Comments:

Recommend Approval

County Administrator: _____

Board Action Requested:

Authorize the County Administrator to execute a contract with Super Trap, Inc., in the amount of \$182,342 for the replacement of the bullet trap at the Enon Public Safety Training Center Firing Range and appropriate \$400,000 from a public safety reserve account to establish total project funding, inclusive of the above, plus other environmental upgrades as outlined in the summary below.

Summary of Information:

The existing bullet trap is being replaced due to environmental and maintenance considerations. In addition, due to excessive lead deposits stemming from range utilization, the county is adding an ion exchange system to eliminate lead deposits from the storm runoff discharge leaving county property. Removal and replacement of the existing bullet trap is the first phase of this effort and will cost \$182,342. The remaining parts of the project will include installing the ion exchange system, enclosing and heating a portion of the trap back area to house the ion exchange system, and adding exhaust ducts and fans along the target line to evacuate smoke and dust from the target line area.

Preparer: Francis M. Pitaro Title: Director of General Services

Attachments:

☐

Yes

☒

No

000147



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 2 of 2

Meeting Date: March 14, 2007

Budget and Management Comments:

This item requests that the board award a contract in the amount of \$182,342 to Super Trap, Inc. to replace the county's existing bullet trap. Appropriation of \$400,000 is also requested to pay for this contract as well as for future ventilation, plumbing and other work necessary to complete the project. Funding is available to appropriate for this project from a public safety reserve account.

Preparer: Allan Carmody

Title: Director, Budget and Management

000148



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 14, 2007

Item Number: 8.C.14.

Subject:

Memorandum of Understanding with WCVE-FM Radio

County Administrator's Comments: *Recommend Approval*

County Administrator: *JMP*

Board Action Requested:

Mr. Ramsey recommends that the Board of Supervisors adopt this Memorandum of Understanding with WCVE-FM radio. The MOU has been adopted by Goochland, Hanover, Henrico, New Kent and Powhatan counties, and by Ashland. It provides a back-up capability for the localities to use in order to disseminate information to the public in an emergency situation.

Summary of Information:

This Memorandum of Understanding will provide a back-up capability for the localities to use in order to disseminate information to the public in an emergency situation.

Preparer: Donald J. Kappel

Title: Director, Public Affairs

Attachments:



Yes



No

#

000149

**CHESTERFIELD COUNTY AND WCVE-FM
MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this ____ day of _____, 2006, by and between Chesterfield County, Virginia, a political subdivision of the Commonwealth of Virginia, acting by and through its duly authorized representative, hereinafter referred to as "Chesterfield County" and WCVE-FM,

With principal offices located at	WCVE-FM 23 Sesame Street Richmond, Virginia 23235 Telephone No. (804) 320-1301 Facsimile No. (804) 320-8729 Federal I.D. No. 54-073578200 E-Mail: Bill_Miller@wcve.pbs.org
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Hereinafter referred to as WCVE-FM.

WHEREAS, Chesterfield County desires to engage the services of WCVE-FM to provide non-exclusive FM Emergency Broadcasting Services for Chesterfield County.

NOW THEREFORE, for and in consideration of the mutual undertakings of the parties to this Memorandum of Understanding, Chesterfield County and WCVE-FM hereby agree, each with the other, that WCVE-FM shall provide services to Chesterfield County in accordance with the terms and conditions of this Memorandum of Understanding.

ARTICLE I – SCOPE OF SERVICES

- 1.1 Scope of Services. If requested to do so by the Chesterfield County Administrator or his designee, WCVE-FM shall provide FM Emergency Broadcasting Services to Chesterfield County using the frequency licensed to WCVE-FM, doing business as WCVE-FM, by the Federal Communications Commission. These services will be activated in accordance with Exhibit A "Emergency Activation Protocol."

WCVE-FM shall furnish Chesterfield County with the ability to broadcast messages to the public in the event of an emergency or regarding a possible emergency using the following functional capabilities:

- a. Written scripts read verbatim and/or ad-libbed by Chesterfield County's emergency management officials away from WCVE-FM's studios and transmitted to the studios using remote electronic means such as a telephone connection.
- b. Written scripts read verbatim and/or ad-libbed by Chesterfield County's emergency management officials in WCVE-FM's studios.

- c. Written scripts that conform to broadcast news style and read by WCVE-FM personnel in WCVE-FM's studios. Copy read outside of the newscasts may be read verbatim.
- 1.2 Distribution/Re-Broadcasting. WCVE-FM agrees to allow any other radio station or news media to transmit, copy and/or re-transmit any local government information aired by WCVE-FM
- 1.3 Nothing contained in this Memorandum of Understanding shall obligate Chesterfield County to use the services provided for in this Memorandum of Understanding if Chesterfield, in its sole judgment and discretion, determines that Chesterfield's interests will be better served by the public transmission of emergency information through another broadcasting service.

ARTICLE II – TERMS

- 2.1 Commencement. The initial term of this Memorandum of Understanding shall commence when both parties have signed the Memorandum of Understanding.
- 2.2 Expiration. The initial term of this Memorandum of Understanding shall expire one year following the date on which it commenced, unless terminated earlier in accordance with other provisions of this Memorandum of Understanding.
- 2.3 Extension. At the option of Chesterfield County and if agreed to by WCVE-FM, Chesterfield County may extend the then-current term of this Memorandum of Understanding for a period not to exceed twelve months.

ARTICLE III – CONSIDERATION

- 3.1 Hourly Rate. The County shall compensate WCVE-FM at the rate of \$200.59 per hour of on-air time during which County announcements are aired, regardless of the number of County announcements aired during that hour, where a Level 4 – Extreme Emergency has been activated by the County giving notice to WCVE-FM. WCVE-FM shall receive no compensation for announcements aired during Level 1, 2, and 3 Emergencies. For purposes of this Agreement, hours shall be measured beginning on the hour and ending on the next hour, e.g., 8:00 a.m. to 9:00 a.m. to 5:00 p.m. to 6:00 p.m. The cost of the on-air time for such announcements is based on the total annual operating budget for the year divided by the total on-air hours for that year. (For example, WCVE-FM's 2006 operating budget is \$1,757,160 and the number of on-air hours is 8,760, which equals \$200.59 per hour). The rate for subsequent terms will be calculated using the figures then in effect for WCVE-FM unless the parties agree to a different rate. Notwithstanding the foregoing, during any hour in which WCVE-FM provides FM emergency broadcasting services to one or more localities (in addition to the County) within the Richmond Regional Planning District, the hourly rate charged the County shall be the quotient of \$200.59 divided by the total number of localities for which WCVE-FM has provided such services. (For example, if WCVE-FM

provided FM emergency broadcasting services during one hour to the County and four other localities, WCVE-FM shall be entitled to compensation of \$200.59 divided by 5 equals \$40.12 from the County.)

- 3.2 Invoices. WCVE-FM shall invoice the County within 30 days of the month in which services are provided. Invoices shall show both an itemized summary of services provided and the rate associated with services provided.
- 3.3 Payment of Invoices. The County will review all invoices promptly and pay approved invoices within 45 days of their receipt.

ARTICLE IV – RESPONSIBILITIES OF CHESTERFIELD COUNTY

- 4.1 Public Inspection of Records. All proceedings and records relating to the procurement transaction that this Memorandum of Understanding concerns shall be open to the inspection of any citizen or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.

ARTICLE V – RESPONSIBILITIES OF WCVE-FM

- 5.1 Advertising. WCVE-FM shall not use any indication of its services to Chesterfield County in any advertisements unless Chesterfield County has approved the script of such advertisement prior to the publication of such advertisement.
- 5.2 Personnel Changes. WCVE-FM shall furnish Chesterfield County with the name, title and contact information of the key personnel with whom Chesterfield County will be dealing in obtaining services from WCVE-FM under this Memorandum of Understanding. If WCVE-FM changes such personnel at any time in the future, WCVE-FM shall furnish Chesterfield County with the name, title and contact information for any personnel replacing these key personnel.

ARTICLE VI – REQUIRED MEMORANDUM OF UNDERSTANDING PROVISIONS

- 6.1 Civil Rights Act Compliance. During the performance of this Memorandum of Understanding, WCVE-FM agrees to comply fully with Titles VI and VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

The essence of this requirement is found in the United States Code Annotated, Title 42, Section 2000e-2, which states in part:

- a. It shall be an unlawful employment practice for an employer:
 - (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation,

terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, or national origin; or

- (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex or national origin.

By entering into this Memorandum of Understanding, WCVE-FM certifies that it has complied with Titles VI and VII of the Civil Rights Act of 1964, as amended.

6.2 Chesterfield County Code Compliance. Pursuant to section 2.2-4310, Va. Code, as amended:

6.2.1. During the performance of this Memorandum of Understanding, WCVE-FM agrees as follows:

- (1) WCVE-FM shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of WCVE-FM. WCVE-FM agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (2) WCVE-FM, in all solicitations or advertisements for employees placed by or on behalf of WCVE-FM, shall state that WCVE-FM is an equal opportunity employer.
- (3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section 6.2.

6.2.2 During the performance of this Memorandum of Understanding, WCVE-FM shall include the provisions of subsection 6.2.1 of this section 6.2 in every sub-Memorandum of Understanding or purchase order of over \$10,000.00, so that the provisions will be binding upon each sub-WCVE-FM or vendor.

6.3 Anti-Kickback Provision. WCVE-FM warrants that it has not employed or retained any company or person other than a bona fide employee working solely for WCVE-FM to solicit or secure this Memorandum of Understanding and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for WCVE-FM any fee, commission, percentage, brokerage fee, gifts or other consideration contingent upon or resulting from the award or making of this

Memorandum of Understanding. For breach or violation of this warranty, Chesterfield County shall have the right to annul or void this Memorandum of Understanding without liability or, in its sole discretion, to deduct from the Memorandum of Understanding price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

- 6.4 Drug-Free Workplace. Pursuant to Va. Code §2.2-4312 Chesterfield County is prohibited from entering into a Memorandum of Understanding with WCVE-FM that fails to comply with the policy set forth therein. WCVE-FM by its signature hereto certifies that it has taken and shall continue to take appropriate and effective action to (i) educate its employees about the dangers of drug abuse in the workplace; (ii) provide its employees with effective drug counseling, rehabilitation and/or employee assistance programs; (iii) discipline employees who violate the requirement of a drug free workplace, and (iv) minimize, to the greatest extent possible, the risks of drugs entering the workplace. WCVE-FM is also prohibited from contracting with any other party that fails to comply with this policy. Failure by WCVE-FM or its subcontractors to comply with the provisions outlined above shall constitute cause for Chesterfield County to terminate this Memorandum of Understanding, at Chesterfield County's sole discretion.
- 6.5 Faith-Based Organizations. Chesterfield County does not discriminate against faith-based organizations. By signing this Memorandum of Understanding, WCVE-FM agrees that it understands the requirements of Va. Code § 2.2-4343.1.
- 6.6 Offsets. Chesterfield County may withhold the payment of any claim or demand by WCVE-FM against Chesterfield County until any delinquent indebtedness or other liability due Chesterfield County from WCVE-FM shall first have been settled and adjusted.

ARTICLE VII – INDEMNITY

- 7.1 Indemnification. WCVE-FM shall indemnify, defend and hold harmless Chesterfield County, its officers, agents and employees from and against any and all losses, liabilities, claims, damages and expenses (including court costs and reasonable attorneys' fees) arising from any material default or breach by WCVE-FM of its obligations specified in this Memorandum of Understanding, as well as all claims arising from errors, omissions, negligent acts or intentional acts of WCVE-FM, its officers, agents and employees.

Further, WCVE-FM shall assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of WCVE-FM, its subcontractors, its agents or its employees under or in connection with this Memorandum of Understanding. WCVE-FM shall hold harmless and indemnify Chesterfield County and its agents, its volunteers, its servants, its employees, and its officers from and against any and all claims, losses or expenses, including but not limited to court costs and attorneys' fees, which either or

both of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with any and all such damage, real or alleged. WCVE-FM shall, upon written demand by Chesterfield County, assume and defend at WCVE-FM's sole expense any and all such claims or legal actions.

ARTICLE VIII – GENERAL TERMS

- 8.1 WCVE-FM's records, which shall include but not be limited to accounting records, subcontract files, and any other supporting evidence necessary to substantiate charges related to this Memorandum of Understanding (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Chesterfield County's agent or his authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by WCVE-FM or any of its payees.
- 8.2 Force Majeure. Failure by either party to perform any of its obligations under this Agreement shall not constitute a breach of this Agreement if such failure to perform is caused solely by reason of force majeure.
- 8.3 Termination. This Memorandum of Understanding may be terminated by Chesterfield County for any reason, upon giving ten (10) days written notice to WCVE-FM. If Chesterfield County exercises this unilateral right to terminate, WCVE-FM shall be paid for all services completed prior to the date of termination.
- 8.4 Successors and Assigns. Chesterfield County and WCVE-FM bind themselves and any successors or assigns to this Memorandum of Understanding. WCVE-FM shall not assign, sublet or transfer its interest in this Memorandum of Understanding without the prior written consent of Chesterfield County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, nor shall it be construed as giving any rights or benefits to anyone other than Chesterfield County and WCVE-FM.
- 8.5 Modification. This Memorandum of Understanding constitutes the entire agreement and understanding between the parties and shall not be modified, altered, or amended in any respect unless in writing and signed by the parties.
- 8.6 Severability. If any provision of this Memorandum of Understanding is found by a Court of competent jurisdiction to be invalid, void or illegal, then that provision shall be deemed to be stricken, and this Memorandum of Understanding, as so modified, shall remain in full force and effect.
- 8.7 Controlling Law and Venue. WCVE-FM and Chesterfield County agree that the validity and construction of this Memorandum of Understanding shall be governed by the laws of the Commonwealth of Virginia. Any legal action filed by either party to this Memorandum of Understanding arising out of the performance, non-performance

or breach of the terms of this Memorandum of Understanding shall be filed in the Circuit Court of Chesterfield County, Virginia.

WHEREFORE, the parties have executed this Memorandum of Understanding and made same effective as of the day and year first written above.

APPROVED:

Emergency Services Coordinator
Chesterfield County

Vice President and General Manager
WCVE-FM

Date

Date

EXHIBIT A EMERGENCY ACTIVATION PROTOCOL

Level 1 – Low-level Emergency

Brief announcements (not exceeding 60 seconds) of regional or local emergency conditions will be broadcast at one-hour intervals adjacent to NPR/WCVE Newscasts at four or six minutes past the hours. In day parts when no newscasts are scheduled, including weekends, such announcements may be broadcast at one minute before the hour, preceding scheduled programs. This lowest level would be activated by notification from the Emergency Services Coordinator or Public Information Officer for Chesterfield County.

Example: A winter storm, tornado or hurricane watch issued by the National Weather Service.

Level 2 – Moderate Emergency

In addition to above, announcements not exceeding 30 seconds will be made near the half-hour (pre-empting 30-second billboard preceding NPR News or interrupting music programs.) This level would be activated by notification from the Emergency Services Coordinator or Public Information Officer for Chesterfield County.

Example: A winter storm, tornado or hurricane warning issued by the National Weather Service.

Level 3 – Intense Emergency

At the height of emergency conditions, in addition to the above 60 and 30-second announcements, messages not exceeding nine minutes in length will be broadcast at 19 and 49 minutes past the hour. (Segments of NPR magazine broadcasts may be pre-empted, or musical programs may be interrupted.) This level would be activated by activation of a Chesterfield County's Emergency Operations Center.

Example: A large-scale weather event such as a severe snowstorm.

Level 4 – Extreme Emergency

For certain periods when danger to the public is greatest, more frequent bulletins may be broadcast, in addition to the above. This highest level of activation would be triggered by official declaration made in accordance with the provisions of Virginia Emergency Law.

Example: Major events such as a large structural fire, hazardous waste incident or flash flood requiring evacuation, terrorist event, a major ice storm or hurricane.

**WCVE EMERGENCY PLAN
IN COOPERATION WITH
CHESTERFIELD COUNTY**

Release of Information and Designation of Spokesperson

- An emergency is defined as condition within Chesterfield County threatening an imminent and significant danger to public health or safety.
- Release of information will be by an officially designated, centrally located spokesperson for Chesterfield County.
- Designated spokespersons will telephone WCVE on a dedicated phone line (with a number not to be publicized or utilized for other purposes) and record the announcement on a special answering machine in the main radio studio, which is staffed 24 hours per day. The station will be provided contact numbers for official spokespersons in order that station staff can verify the information, seek additional details, or record telephone interviews for news broadcasts.



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 2

Meeting Date: March 14, 2007

Item Number: 8.C.15.

Subject:

Request for a Music/Entertainment Festival Permit for Amusement Promotions, Incorporated and Reithoffer Shows to Conduct a Carnival at Cloverleaf Mall on March 28 through April 8, 2007

County Administrator's Comments:

Recommend Approval

County Administrator: _____

LBR

Board Action Requested:

The Board of Supervisors is requested to grant to Amusement Promotions, Inc. and Reithoffer Shows, a music/entertainment festival permit subject to the attached conditions, for a Carnival at Cloverleaf Mall on March 28 through April 8, 2007.

Summary of Information:

Amusement Promotions, Inc., as agent for its promoter Reithoffer Shows, proposes to conduct an outdoor concert and Carnival on Wednesday, March 28 through Sunday, April 8, 2007 at Cloverleaf Mall. The Carnival, which will include rides, food and outdoor games, music and entertainment will be staged exclusively in the Mall's parking lot areas. Hours of operation will be from 5:00 p.m. to 11:00 p.m. on Mondays through Fridays; 12:00 noon to 12:00 midnight on Saturdays; and 1:00 p.m. to 11:00 p.m. on Sundays. All net proceeds from the event will be provided to the Catholic Church for the benefit of its inner city Private Schools.

Admission to the Carnival will cost only \$1.00 per person, but entrants will be required to purchase sheets of tickets or wrist bands at a cost of \$15.00

Preparer: Steven L. Micas

Title: County Attorney
0505:74418.1

Attachments:



Yes



No

000159

**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 2 of 2

in order to ride the amusement rides. It is estimated that over the eleven days of operation approximately 12,500 people will attend the Carnival. Food and beverages will be provided by Reithoffer Shows.

Amusement Promotions is currently negotiating a license agreement for use of the premises for the dates of the event with Morton G. Thalhimer, Inc., property manager of the Mall for the County; and it is possible that the agreement will not be finalized before the date of the Carnival. If it is not finalized, the Carnival will not take place, since a license agreement is a pre-condition for use of the Mall by any private entity. The license agreement will require Amusement Promotions to pay \$20,000.00 for the use of the Mall parking lots. The money will go to the Economic Development Authority ("EDA") pursuant to the County's agreement with the EDA regarding Mall redevelopment. The music/entertainment arrangements are being reviewed by the County Attorney's Office, Risk Manager, Police Department, Fire Marshal's Office and Health Department, and by Morton G. Thalhimer, Inc. The arrangements are not yet complete, but staff believes that adequate measures for public safety, fire prevention, medical protection, sanitation, traffic control, insurance coverage and security will be accomplished if the applicant complies with the attached conditions. Accordingly, staff recommends issuing a permit subject to the attached conditions.

0505:74418.1

000160

CONDITIONS FOR ISSUING PERMIT TO AMUSEMENT PROMOTIONS, INC.

1. Permit holder shall hire off duty Chesterfield County police officers to provide traffic and crowd control during all hours of Carnival operation, as follows:

March 28, 2007 (Wednesday)–	Hours: 5:00 pm – 11:00 pm (3 officers)
March 29, 2007 (Thursday) –	Hours: 5:00 pm – 11:00 pm (3 officers)
March 30, 2007 (Friday) –	Hours: 5:00 pm – 7:00 pm (3 officers) Hours: 7:00 pm – 11:00 pm (5 officers)
March 31, 2007 (Saturday) –	Hours: Noon – 6:00 pm (2 officers) Hours: 6:00 pm – Midnight (7 officers)
April 1, 2007 (Sunday) –	Hours: 1:00 pm – 4:00 pm (2 officers) Hours: 4:00 pm – 11:00 pm (5 officers)
April 2, 2007 (Monday) –	Hours: 5:00 pm – 11:00 pm (3 officers)
April 3, 2007 (Tuesday) –	Hours: 5:00 pm – 11:00 pm (3 officers)
April 4, 2007 (Wednesday) –	Hours: 5:00 pm – 11:00 pm (3 officers)
April 5, 2007 (Thursday) –	Hours: 5:00 pm – 11:00 pm (3 officers)
April 6, 2007 (Friday) –	Hours: 5:00 pm – 7:00 pm (3 officers) Hours: 7:00 pm – 11:00 pm (5 officers)
April 7, 2007 (Saturday) –	Hours: Noon – 6:00 pm (2 officers) Hours: 6:00 pm – Midnight (7 officers)
April 8, 2007 (Sunday) –	Hours: 1:00 pm – 4:00 pm (2 officers) Hours: 4:00 pm – 11:00 pm (5 officers)

2. Permit holder shall maintain a First Aid station, with at least one certified Emergency Medical Technician on duty during all times of Carnival operation.

3. Prior to the Carnival, the permit holder shall provide the Fire Marshal with a site plan showing the means of emergency access to the premises where the Carnival is being conducted.

4. No food vendor shall cook any food inside a building or trailer unless an approved fire suppression system, which has been successfully inspected within the past six months, is available on site.

5. Permit holder shall provide the Risk Manager with a Certificate of Insurance, in a form approved by the Risk Manager and County Attorney and making the County, EDA and Morton G. Thalhimer, Inc., additional insureds, as follows:

- a. Amusement Promotions, Inc. must provide a certificate of insurance with a minimum Commercial General Limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

- b. Reithoffer Shows must provide a certificate of insurance with a minimum Commercial General Limit of \$5,000,000 per occurrence for General Liability and \$5,000,000 per occurrence for Automobile Liability.
 - c. Either Amusement Promotions, Inc or Reithoffer Shows must provide the Risk Manager with a complete list of all vendors who will work at the Carnival. Each vendor must provide a certificate of insurance with a minimum Commercial General Limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate.
 - d. The insurance required by this provision must be provided before the permit holder or any vendor will be allowed to begin set-up for the event.
6. Permit holder shall post a cash deposit with the Risk Manager in the amount of \$5,000.00 against damage to County property and to insure adequate clean-up of the premises every day and at the conclusion of the Carnival.
7. No carnival ride shall be operated unless a permit for its operation has been issued by the Building Official. All permit applications shall be filed no later than March 21. Any injury to any individual which occurs on a carnival ride shall be reported to the Risk Manager within one hour of the injury.
8. No food vendor shall sell any food unless a permit for food vending has been issued by the Health Department. All permit applications shall be filed no later than March 21.
9. Prior to the Carnival, the permit holder shall enter into a license agreement for use of Cloverleaf Mall in a form agreeable to the County Attorney. The permit holder shall comply with the terms of the license agreement at all times during the Carnival's operation.
10. Failure to comply with any of the above conditions will result in immediate and automatic revocation of the Music/Entertainment Festival Permit.

0505:74418.1

000162



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 3

Meeting Date: March 14, 2007

Item Number: 9.A.

Subject: Developer Water and Sewer Contracts

County Administrator's Comments:

County Administrator: _____

Board Action Requested: The Board of Supervisors has authorized the County Administrator to execute water and/or sewer contracts between County and Developer where there are no County funds involved.

The report is submitted to Board members as information.

Summary of Information:

The following water and sewer contracts were executed by the County Administrator:

1. Contract Number: 97-0199
Project Name: The Restaurant Company

Developer: The Restaurant Company

Contractor: Godsey and Son, Incorporated

Contract Amount: Water Improvements - \$19,325.00
Wastewater Improvements - \$20,895.00

District: Clover Hill

Preparer: J.E. Beck, Jr.

Title: Assistant Director of Utilities

Attachments:

☐

Yes

☒

No

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000163

2. Contract Number: 02-0008
Project Name: Woolridge Road Extension to Magnolia Green

Developer: Magnolia Green Development, LLC
Contractor: R. J. Smith Construction, Incorporated

Contract Amount: Water Improvements - \$248,735.00
District: Matoaca
3. Contract Number: 02-0094
Project Name: Magnolia Green, Section B

Developer: Magnolia Green Development, LLC
Contractor: R. J. Smith Construction, Inc.

Contract Amount: Water Improvements - \$216,315.00
Wastewater Improvements - \$276,450.00
District: Matoaca
4. Contract Number: 04-0051
Project Name: Southcreek, Section 10

Developer: Skinquarter Investments, LLC
Contractor: R.M.C. Contractors, Incorporated

Contract Amount: Water Improvements - \$82,015.00
Wastewater Improvements - \$116,369.00
District: Bermuda
5. Contract Number: 04-0362
Project Name: Windy Creek, Section F

Developer: Gills Gate, LLC
Contractor: McLane Construction Company

Contract Amount: Water Improvements - \$61,755.00
Wastewater Improvements - \$98,960.00
District: Dale

6. Contract Number: 04-0363
Project Name: Carole Heights, Section 3

Developer: Associates Builders Alliance, LLC

Contractor: Coastal Utilities, Incorporated

Contract Amount: Water Improvements - \$27,665.29
Wastewater Improvements - \$33,964.59

District: Clover Hill
7. Contract Number: 05-0043
Project Name: Oaklake-Ellis Realty, LLC
Proposed Office/Warehouse

Developer: Ellis Realty, LLC

Contractor: Water - BTS Construction Company
Wastewater - Landmark Excavation Company

Contract Amount: Water Improvements - \$19,500.00
Wastewater Improvements - \$11,300.00

District: Clover Hill
8. Contract Number: 05-0269
Project Name: Breckenridge Shopping Center Expansion

Developer: Breckenridge 2005

Contractor: East West Construction Inc.

Contract Amount: Water Improvements - \$9,900.00
Wastewater Improvements - \$7,400.00

District: Bermuda
9. Contract Number: 06-0382
Project Name: Elder Puckett - Office Warehouses

Developer: Elder Puckett Properties, LLC

Contractor: H & B Construction Company, Inc.

Contract Amount: Water Improvements - \$20,700.00
Wastewater Improvements - \$9,300.00

District: Dale



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 14, 2007

Item Number: 9.B.

Subject:

Status of General Fund Balance, Reserve for Future Capital Projects,
District Improvement Fund, and Lease Purchases

County Administrator's Comments:

County Administrator: _____ 

Board Action Requested:

Summary of Information:

Preparer: _____ Lane B. Ramsey

Title: _____ County Administrator

Attachments:



Yes



No

000166

CHESTERFIELD COUNTY
UNDESIGNATED GENERAL FUND BALANCE
March 14, 2007

BOARD MEETING DATE	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>BALANCE</u>
07/01/06	FY2007 Actual Beginning Fund Balance		\$71,444,555
11/21/06	Designate for potential tax rate reduction, half-year 2007	(5,500,000)	\$65,944,555
11/21/06 12/13/06	Designation for Schools use in FY2007: security and safety upgrades at middle and elementary schools	(2,700,000)	\$63,244,555
11/21/06 12/13/06	Designation for Schools use in Fy2007 for non-recurring costs: bus and vehicle replacements	(2,300,000)	\$60,944,555
11/21/06	Designation for Schools use in FY2008: capital projects	(4,184,979)	\$56,759,576
11/21/06	Designation for county use in FY2008: County capital bond	(5,000,000)	\$51,759,576
11/21/06	Designation for county use in FY2008: non-recurring operating budget costs	(1,815,021)	49,944,555
11/21/06	Projected Undesignated Fund Balance through FY2008		49,944,554

*Includes \$4.5 million addition to Fund Balance from FY2006 results of operations.

**CHESTERFIELD COUNTY
RESERVE FOR FUTURE CAPITAL PROJECTS
TRADITIONALLY FUNDED BY DEBT**

March 14, 2007

Board Meeting Date	<u>Description</u>	<u>Amount</u>	<u>Balance</u>
FOR FISCAL YEAR 2007 BEGINNING JULY 1, 2006			
4/12/2006	FY07 Budgeted Addition	9,994,100	11,763,698
4/12/2006	FY07 Capital Projects	(9,261,900)	2,501,798
8/23/2006	Elevator modernization in five-story Administration Bldg.	(150,000)	2,351,798
10/11/2006	Henricus Historical Park Improvements	(70,000)	2,281,798
10/11/2006	Falling Creek Park - North: land acquisition	(41,000)	2,240,798
10/11/2006	Falling Creek Park - North: land acquisition	(305,000)	1,935,798
12/13/2006	Matoaca Park bid awarded; return funds	305,000	2,240,798
11/8/2006	Eppington Plantation parking and road construction improvements	(110,000)	2,130,798
11/21/2006	Return unused funds from J&DR Courthouse projects from April 4, 2001	25,000	2,155,798
11/21/2006	Return unused RMA Diamond payment budgeted in FY2006	100,000	2,255,798
12/13/2006	Meadowdale Library construction	(300,000)	1,955,798
1/10/2007	John Tyler Community College - Midlothian Campus site work for new academic building	(400,000)	1,555,798

000168

CHESTERFIELD COUNTY
DISTRICT IMPROVEMENT FUNDS
March 14, 2007

<u>District</u>	<u>Prior Years Carry Over</u>	<u>FY2007 Appropriation</u>	<u>Funds Used Year to Date</u>	<u>Items on 3/14 Agenda</u>	<u>Balance Pending Board Approval</u>
Bermuda	\$38,271	\$48,500	\$23,331	\$0	\$63,440
Clover Hill	61,356	48,500	27,017	0	82,839
Dale	53,897	48,500	21,299	0	81,098
Matoaca	78,732	48,500	41,440	0	85,792
Midlothian	26,800	48,500	18,427	0	56,873
County Wide	-	13,500	0	0	13,500

Prepared by
Accounting Department
February 28, 2007

SCHEDULE OF CAPITALIZED LEASE PURCHASES

APPROVED AND EXECUTED

<u>Date Began</u>	<u>Description</u>	<u>Original Amount</u>	<u>Date Ends</u>	<u>Outstanding Balance 2/28/07</u>
04/99	Public Facility Lease – Juvenile Courts Project	\$16,100,000	11/19	\$10,465,000
01/01	Certificates of Participation - Building Construction, Expansion and Renovation; Acquisition/Installation of Systems	13,725,000	11/21	9,125,000
03/03	Certificates of Participation – Building Construction, Expansion and Renovation	6,100,000	11/23	5,140,000
03/04	Certificates of Participation – Building Construction, Expansion and Renovation; Acquisition/Installation of Systems	21,970,000	11/24	19,690,000
10/04	Cloverleaf Mall Redevelopment Project	9,225,000	10/08	9,225,000
11/04	School Archival/Retrieval System Lease	21,639	01/08	7,341
12/04	Energy Improvements at County Facilities	1,519,567	12/17	1,429,916
12/04	Energy Improvements at School Facilities	427,633	12/10	347,871
05/05	Certificates of Participation – Building Acquisition, Construction, Installation, Furnishing and Equipping; Acquisition/Installation of Systems	14,495,000	11/24	13,465,000
05/06	Certificates of Participation – Building Acquisition, Construction, Installation, Furnishing and Equipping; Acquisition/Installation of Systems	<u>11,960,000</u>	11/24	<u>11,155,000</u>
TOTAL APPROVED AND EXECUTED		<u>\$95,543,839</u>		<u>\$80,050,128</u>

PENDING EXECUTION

<u>Description</u>	<u>Approved Amount</u>
None	

000170



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 14, 2007

Item Number: 11.

Subject:

Closed Session

County Administrator's Comments:

County Administrator: _____

Board Action Requested:

Summary of Information:

Colonel Carl R. Baker, Chief of Police since May, 1996, has announced his retirement effective August 1, 2007.

The Board of Supervisors is obligated by County Charter to appoint a new Police Chief as recommended by a special committee set up for the purpose of evaluating candidates for Police Chief. The committee must be composed of a minimum of four and a maximum of five individuals.

Committee membership is as follows:

- 1) The County Administrator
- 2) A citizen of the community, not currently employed by the County Police Department, who is appointed by the Chief Judge of the Circuit Court.
- 3) A member of the Board of Supervisors, appointed by the Board
- 4) A member with police experience, appointed by the Board.
- 5) At its option, the Board may appoint a fifth member, who cannot be either an elected or appointed County official.

The Board has requested a closed session, pursuant to § 2.2-3711 (A) (1), Code of Virginia, 1950, as amended, to discuss qualifications of specific persons for possible appointment to the committee.

0505:74567.1

Preparer: Steven L. Micas

Title: County Attorney
0505:74567.1

Attachments:

☐

Yes

☒

No

#**000171**



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 2

Meeting Date: March 14, 2007

Item Number: 17A.

Subject:

Public Hearing to Consider a Proposed Amendment to the Ordinance Creating the Watkins Centre Community Development Authority and Proposed Amendment to the Ordinance Establishing a Special Assessment

County Administrator's Comments: *Recommend Approval after Public hearing*

County Administrator: *[Signature]*

Board Action Requested:

Hold a public hearing on March 14, 2007 to 1) consider adoption of a proposed amendment to the ordinance creating the Watkins Centre Community Development Authority, and 2) consider adoption of a proposed amendment to the ordinance establishing a special assessment for the Watkins Centre Community Development Authority.

Summary of Information:

On August 23, 2006 the Board of Supervisors created the Watkins Centre Community Development Authority (CDA) for the purpose of financing certain transportation infrastructure improvements in connection with development of a mixed use project consisting of commercial, industrial and other components to be known as Watkins Centre.

In addition, the Board of Supervisors adopted an ordinance on January 24, 2007 establishing a special assessment on property within the CDA District for the purpose of financing certain transportation improvements benefiting property within the CDA District. The special assessments are

Preparer: Rebecca T. Dickson

Title: Deputy County Administrator

Attachments:



Yes



No

000172

**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 2 of 2

Meeting Date: March 14, 2007

Summary of Information (continued)

apportioned in accordance with the Rate and Method of Apportionment of Special Assessments, which was approved by the Watkins Centre CDA on January 18, 2007. The special assessments shall be liens on the taxable real property in the CDA District.

The amendments amend the ordinance creating the CDA and the assessment ordinance to (1) increase the amount of bonds that may be issued by the CDA, and (2) increase the assessments on the property within the CDA District; and (3) update the proposed transportation improvements to be financed by the CDA.

The Petition and Ordinance creating the CDA cap the amount that the CDA can borrow at \$16 million. However, recent discussions with VDOT have resulted in additional road improvements beyond those originally contemplated at the time the CDA was created. As a result, the Board is requested to increase the borrowing cap from \$16 million to \$20 million.

The original financing plan contemplated that the Board of Supervisors approve a tax increment contribution plan, using certain increased tax revenues generated by the development of the property within the District, to finance a portion of the cost of the improvements. The tax increment contribution plan was to designate 50% of the incremental real property tax revenues collected annually by the County within the District, and 25% of the sales tax revenues collected annually by the County within the District. As a result of the additional improvements required by VDOT, the revised plan will designate 64% of the incremental real property tax revenues collected annually by the County within the District, and 34% of the sales tax revenues collected annually by the County within the District.

The Watkins Centre Community Development Authority is scheduled to review and approve these amendments on March 7, 2007.

000173

**AN ORDINANCE AMENDING THE ORDINANCE CREATING THE
WATKINS CENTRE COMMUNITY DEVELOPMENT AUTHORITY
AND AMENDING THE ORDINANCE ESTABLISHING A SPECIAL ASSESSMENT
IN THE COMMUNITY DEVELOPMENT AUTHORITY DISTRICT IN ORDER TO
FINANCE CERTAIN ADDITIONAL TRANSPORTATION INFRASTRUCTURE**

WHEREAS, the Board of Supervisors of the County of Chesterfield, Virginia (the "Board of Supervisors") authorized the creation of the Watkins Centre Community Development Authority (the "CDA") by ordinance entitled "An Ordinance to Amend the Code of the County of Chesterfield, 1997, as amended, by adding Chapter 9, Article XVI, Sections 9-219, 9-220, 9-221, 9-222, 9-223, 9-224, 9-225 and 9-226 Creating the Watkins Centre Community Development Authority", adopted August 23, 2006 (the "Ordinance"); and

WHEREAS, the Board of Supervisors approved the levy of a special assessment on real property in the CDA by ordinance entitled "Ordinance Establishing a Special Assessment for the Watkins Centre Community Development Authority and Authorizing a Memorandum of Understanding with the Community Development Authority", adopted January 24, 2007 (the "Assessment Ordinance"); and

WHEREAS, Watkins Land, L.L.C., as the owner of a majority of land in the CDA (the "Landowner") submitted a Petition, dated July 19, 2006 (the "Petition") requesting the Board of Supervisors to create the CDA; and

WHEREAS, the Landowner has submitted an Amendment to Petition requesting that the CDA be authorized to finance certain additional transportation infrastructure and increasing the amount of bonds authorized to be issued by the CDA; and

WHEREAS, a public hearing has been held on March 14, 2007 by the Board of Supervisors on the adoption of this Ordinance and notice has been duly published in accordance with the requirements of §§15.2-5104 and 15.2-5156 of the Code of Virginia of 1950, as amended (the "Act"); and

NOW, THEREFORE, BE IT ORDAINED by the Board of Supervisors of the County of Chesterfield, Virginia as follows:

1. Amendment of Ordinance. The Ordinance is hereby amended so that Section 9-225(c) of the Ordinance reads as follows:

(c) The Bonds to be issued by the CDA will be tax-exempt bonds and will not exceed a maximum aggregate amount of \$20,000,000. The proceeds from the sale of the Bonds will be used to pay the costs of the Improvements as described herein and in the Petition, as amended by the Amendment to the Petition dated February 12, 2007, the costs of issuing the Bonds and any required reserves, and interest on the Bonds for a period up to twenty-six (26) months after the issuance of the Bonds. If there are any proceeds from the sale of the Bonds remaining after the payment of these costs, such excess proceeds shall be used to pay down the Bonds. If the

proceeds from the sale of the Bonds are insufficient to pay these costs, the Petitioners shall be solely responsible for paying any deficiency.

2. Amended and Restated Articles of Incorporation. The County Administrator is authorized and directed to execute and file Amended and Restated Articles of Incorporation with the State Corporation Commission in substantially the form on file with the County Administrator with such changes or corrections as the County Administrator may approve prior to filing in order to reflect the additional project costs to be financed by the CDA.

3. Recordation of Ordinance. In accordance with Section 15.2-5157 of the Act, a copy of this Ordinance, together with the Ordinance, shall be recorded in the land records of the Clerk's Office of the Circuit Court of the County of Chesterfield for each tax map parcel in the CDA District and the CDA District shall be noted on the land records of the County.

4. Amendment of Assessment Ordinance. The Board of Supervisors has determined that the maximum amount of bonds that may be issued by the CDA as set forth in the Memorandum of Understanding shall be increased to \$20,000,000 and the construction of an additional lane on eastbound Route 60 over the Route 288 bridge may be financed by the CDA. The Memorandum of Understanding authorized and approved by the Assessment Ordinance and the special assessment on land in the CDA district levied by the Assessment Ordinance shall be adjusted accordingly and are approved in substantially the forms on file with the County Administrator, with such changes and corrections as do not materially adversely affect the County's interests as may be approved by the County Administrator or the Chairman of the Board of Supervisors, whose approval shall be evidenced conclusively by the execution and delivery of the Memorandum of Understanding and the Assessment Ordinance is hereby amended accordingly.

5. Effective Date. This Ordinance shall take effect immediately upon its adoption.

Adopted at a regular meeting of the Board of Supervisors of the County of Chesterfield, Virginia, held on March 14, 2007.

Clerk, Board of Supervisors, County of
Chesterfield, Virginia



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 14, 2007

Item Number: 17.B.

Subject:

Public Hearing to Consider Proposed Amendment to the Street Names and Building Numbers Ordinance

County Administrator's Comments: *Recommend Approval after Public Hearing*

County Administrator: _____ *JSR*

Board Action Requested:

The Board of Supervisors is requested to adopt the attached amendments to the Code of Chesterfield Chapter 16, Article II, as amended by amending Section 16-13 Street Type Designation Standards.

Summary of Information:

Due to technology improvements and the county's move to interface its internal automated systems with external systems and standards, the existing street naming ordinance must be amended. This amendment to Section 16-13 Street Type Designation Standards of the Code of Chesterfield County will add 20 street types and remove one street type to agree with U.S. Postal Service standards that recognize certain road types not currently in county ordinance.

District: Countywide

Preparer: Richard M. McElfish

Title: Director, Environmental Engineering

Attachments:



Yes



No

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000176

AN ORDINANCE TO AMEND THE CODE OF THE COUNTY
OF CHESTERFIELD, 1997, AS AMENDED, BY AMENDING
AND RE-ENACTING SECTION 16-13 RELATING TO STREET-TYPE
DESIGNATION STANDARDS

BE IT ORDAINED by the Board of Supervisors of Chesterfield County:

(1) *That Section 16-13 of the Code of the County of Chesterfield, 1997, as amended, is amended and re-enacted to read as follows:*

Sec. 16-13. Street-type designation standards.

For the purpose of consistency in street-type designations in the county, the following designations shall be used for the following types of streets:

- (a) For a major roadway such as an interstate, multilane, limited-access, divided federal road of four or more lanes:
 - (1) Highway.
 - (2) Pike.
 - (3) Freeway.
 - (4) Expressway.
 - (5) Throughway.
 - (6) Turnpike.
 - (7) Bypass.
- (b) For a major multilane, nonlimited-access road that is a main arterial roadway carrying high volumes of traffic:
 - (1) Highway.
 - (2) Avenue.
 - (3) Road.
 - (4) Boulevard.
 - (5) Parkway.
- (c) For a local, two-lane connector road:
 - (1) Avenue.
 - (2) Street.
 - (3) Road.
 - (4) Drive.
 - (5) Extension.

(d) For a local street providing access to individual lots within a subdivision or commercial area:

- (1) Lane.
- (2) Drive.
- (3) Way.
- (4) Circle.
- (5) Trail.
- (6) Loop.
- (7) Bend.
- (8) Heights.
- (9) Hill.
- (10) Knoll.
- (11) Ridge.
- (12) Run.
- (13) Crossing.

(e) For a local cul-de-sac street:

- (1) Court.
- (2) Place.
- (3) Terrace.
- (4) Mews.
- (5) ~~Turn.~~ Common.
- (6) Commons.
- (7) Crescent.
- (8) Green.
- (9) Landing.
- (10) Manor.
- (11) Point.
- (12) Pointe.
- (13) Summit.
- (14) Trace.
- (15) View.
- (16) Vista.

(f) For a street providing ingress and egress to a shopping mall or center:

(1) Square.

(2) Arcade.

(3) Center.

(4) Plaza.

(5) Station.

(g) For a street located to the rear of residences and not designed or regularly used for through travel: Alley.

(2) *That this ordinance shall become effective immediately upon adoption.*



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 14, 2007

Item Number: 17.C.

Subject:

Public Hearing to Consider Proposed Amendments to Section 19-99 of the Code of the County of Chesterfield, 1997, as Amended, Pertaining to Front Yard Setbacks in the R-7 Zoning District in the Ettrick Village Core

County Administrator's Comments: *Recommend Approval after Public hearing*

County Administrator: 

Board Action Requested:

Board of Supervisors to hold a public hearing to consider amendments to the Code of the County of Chesterfield.

Summary of Information:

The Planning Commission held a public hearing on the proposed zoning ordinance amendments on January 16, 2007. No citizens spoke regarding the proposed amendment at the hearing. The Planning Commission unanimously recommended approval of the proposed amendment.

The proposed amendment would allow front yard setbacks in the R-7 district in the Ettrick Village Core to be reduced to equal front yard setbacks of nearby developed lots. The existing 30-foot front yard setback requirement may result in new residential construction that is out of character with existing residential development. There are approximately 80 vacant properties in the Ettrick Core District zoned R-7. Front yard setbacks of developed residential lots in Ettrick vary significantly, with some older areas having front yard building setbacks of less than ten feet. These areas were mostly developed prior to current setback standards.

Preparer: Kirkland A. Turner

Title: Director of Planning

Attachments:



Yes



No

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000180

AN ORDINANCE TO AMEND THE CODE OF THE COUNTY
OF CHESTERFIELD, 1997, AS AMENDED, BY AMENDING
AND RE-ENACTING SECTION 19-99 OF THE ZONING ORDINANCE
RELATING TO FRONT YARD SETBACKS IN R-7
DISTRICTS IN THE ETTRICK VILLAGE CORE

BE IT ORDAINED by the Board of Supervisors of Chesterfield County:

(1) *That Section 19-99 of the Code of the County of Chesterfield, 1997, as amended, is amended and re-enacted to read as follows:*

Sec. 19-99. Required conditions.

The conditions specified in this section shall be met in the R-7 District:

o o o

- (c) *Front yard.* Minimum of 30 feet in depth. On lots located along cul-de-sacs, if the radius of the cul-de-sac is 40 feet or less, the building setback around the cul-de-sac shall be at least 30 feet. When the radius of the cul-de-sac is more than 40 feet, the building setback shall not be less than 25 feet. Minimum setbacks shall be increased where necessary to obtain the required lot width at the front building line. Through the subdivision process, an additional setback of up to 25 feet may be added to the minimum setback, if the lot is located along an arterial or collector street. This additional setback requirement will be noted on the record plat.

Notwithstanding the above, front yard setbacks for lots located in the Ettrick Village Core, between contiguous developed lots, may be reduced to the front yard setback of any principal building occupying any adjacent lot. Front yard setbacks for lots located in the Ettrick Village Core, not located between contiguous developed lots, may be reduced to the front yard setback of any principal building occupying any lot on the same side of the street within 200 feet of the subject lot.

o o o

- (2) *That this ordinance shall become effective immediately upon adoption.*

000181



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 2

Meeting Date: March 14, 2007

Item Number: 17. D.

Subject:

Public Hearing to Consider Amendments to Chesterfield County Code §4-52 Regarding Rabies Inoculations for Dogs and Cats Transported into the County

County Administrator's Comments:

Recommend Approval

County Administrator: _____

[Signature]

Board Action Requested:

The Board is requested to hold a public hearing on March 14, 2007, to consider amendments to Chesterfield County Code §4-52 regarding rabies inoculations for dogs and cats transported into the County.

Summary of Information:

The current §4-52 requires any person transporting a dog or cat into the County from some other jurisdiction to have the dog or cat inoculated against rabies within thirty (30) days of bringing the dog into the County. A current rabies inoculation is also a prerequisite to the issuance of a County dog license by the Treasurer.

The Treasurer has noted that many citizens who move into the County already have a valid rabies certificate for their pet from a veterinarian in another jurisdiction. Most rabies inoculations are now effective for one to three years. Under a strict application of the current ordinance, these animals would need to be re-inoculated. The amendments proposed would allow the

Preparer: Steven L. Micas

Title: County Attorney
1305:74066.2 (74067.1)

Attachments:



Yes



No

#000182

**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 2 of 2

Treasurer to recognize valid certificates showing that the inoculation is current.

Since the intent of the regulation is to ensure that dogs and cats are properly vaccinated whenever they are brought into the County, both the Animal Control Division and the Health Department agree that the thirty (30) day grace period in the current ordinance should be eliminated. The amended ordinance would require all dogs and cats brought into the County to have a current rabies inoculation.

The Board is requested to hold a public hearing on March 14, 2007, to consider these amendments. A copy of the proposed ordinance is attached.

1305:74066.2(74067.1)

000183

AN ORDINANCE TO AMEND THE CODE OF THE COUNTY
OF CHESTERFIELD, 1997, AS AMENDED, BY AMENDING
AND RE-ENACTING SECTION 4-52 RELATING TO
RABIES INNOCULATIONS FOR DOGS AND CATS
TRANSPORTED INTO THE COUNTY

BE IT ORDAINED by the Board of Supervisors of Chesterfield County:

(1) That Section 4-52 of the Code of the County of Chesterfield, 1997, as amended, is amended and re-enacted to read as follows:

Sec. 4-52. Same--Dogs or cats transported into the county.

Any person transporting a dog or cat into the county from some other jurisdiction shall:

(a) have the dog or cat inoculated against rabies, as required by section 4-51, by a currently licensed veterinarian or licensed veterinary technician who is under the immediate and direct supervision of a licensed veterinarian on the premises, ~~within 30 days after the dog or cat is brought into the county, if the dog or cat is to be kept in the county more than 30 days~~ immediately upon entry into the County or (b) already possess a current rabies certificate showing that the dog or cat has been inoculated as set forth in paragraph (a) of this section. If imported from outside the United States, the applicable regulations of the United States Public Health Service shall be enforced.

(2) That this ordinance shall become effective immediately upon adoption.



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 14, 2007

Item Number: 17.E.

Subject:

Public Hearing to Consider Adoption of an Ordinance Creating the Powhite Parkway Extension West Service District for Road Construction Improvements to Serve Magnolia Green

County Administrator's Comments: *Recommend Deferral of Public Hearing*

County Administrator: *[Signature]*

Board Action Requested:

The Board is requested to defer the public hearing until May 23, 2007 so that staff can continue discussions with property owners in the Magnolia Green area regarding funding for additional transportation improvements to serve the area.

Summary of Information:

In February, the Board scheduled a public hearing to consider creating a transportation service district that encompasses the proposed Magnolia Green development (see attached map) in order to assist in providing transportation services to the Magnolia Green property. Since the public hearing was scheduled, staff has continued to meet with the owners of the Magnolia Green development to discuss methods for bringing upgraded transportation services to the area. As a result of those discussions, one of the landowners has requested that staff explore providing transportation services through a community development authority, similar to the authority recently created by the Board to serve the Watkins Centre. Accordingly, staff is recommending that this public hearing be deferred so that staff can further explore the possibility of using a community development authority to provide transportation services in the Magnolia Green area.

0505:74540.1

Preparer: Steven L. Micas

Title: County Attorney
0505:74540.1

Attachments:



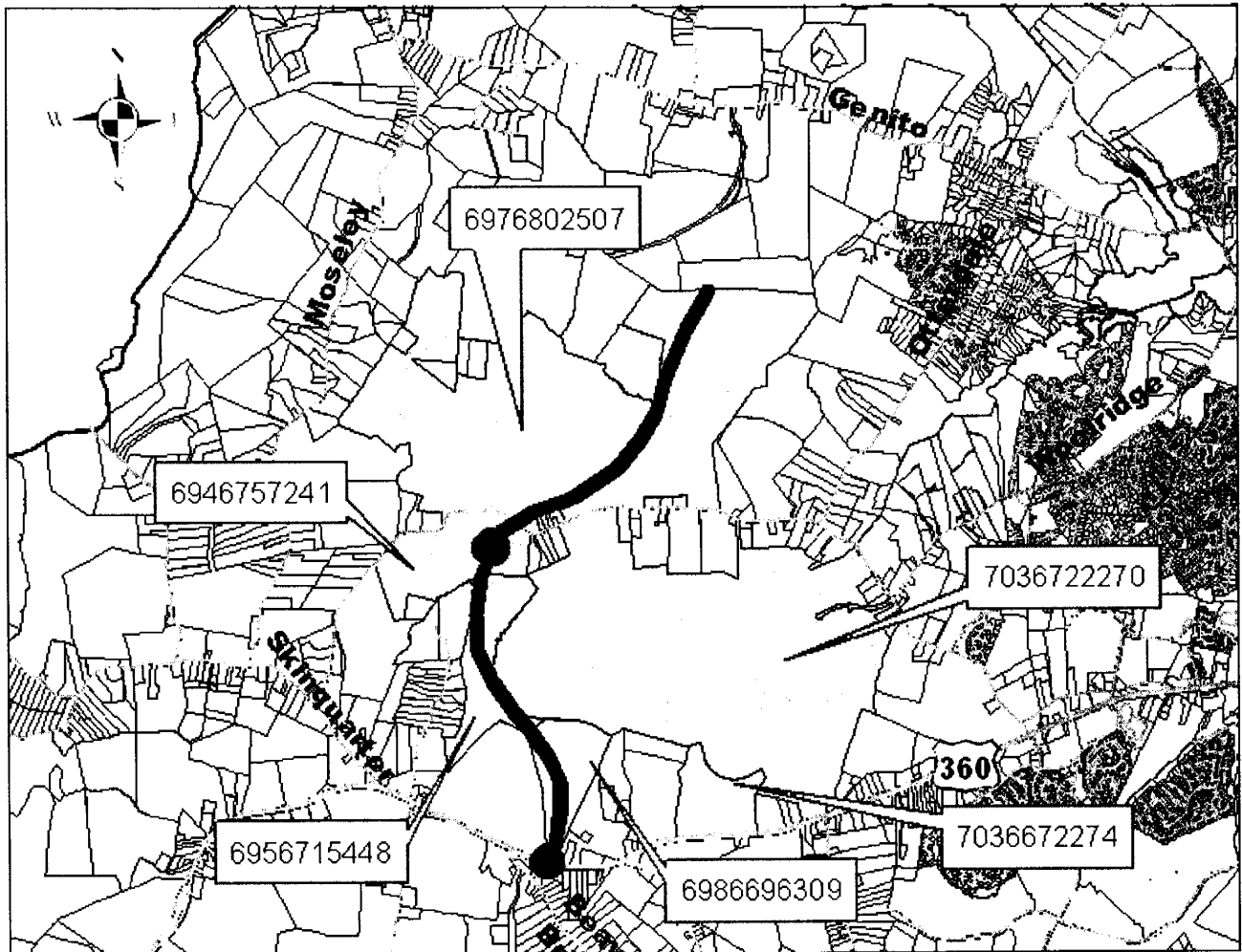
Yes



No

000185

POWHITE PARKWAY EXTENSION WEST SERVICE DISTRICT BOUNDARY AND IMPROVEMENTS



 PROPOSED SERVICE DISTRICT

 PARCEL ID

 PROPOSED IMPROVEMENTS

February 19, 2007

000186



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 14, 2007

Item Number: 17.F.

Subject:

PUBLIC HEARING: Ordinance to Vacate a Portion of Subdivision of Part of The Old Chalkley Farm

County Administrator's Comments:

Recommend Approval

County Administrator: _____

[Signature]

Board Action Requested:

Adopt an ordinance to vacate a portion of Subdivision of Part of The Old Chalkley Farm, as shown on the attached plat.

Summary of Information:

Terraforge, Inc., has submitted an application requesting the vacation of a portion of Subdivision of Part of The Old Chalkley Farm. This request has been reviewed by staff and approval is recommended.

District: Dale

Preparer: John W. Harmon

Title: Right of Way Manager

Attachments:



Yes



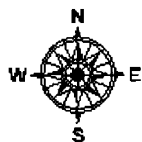
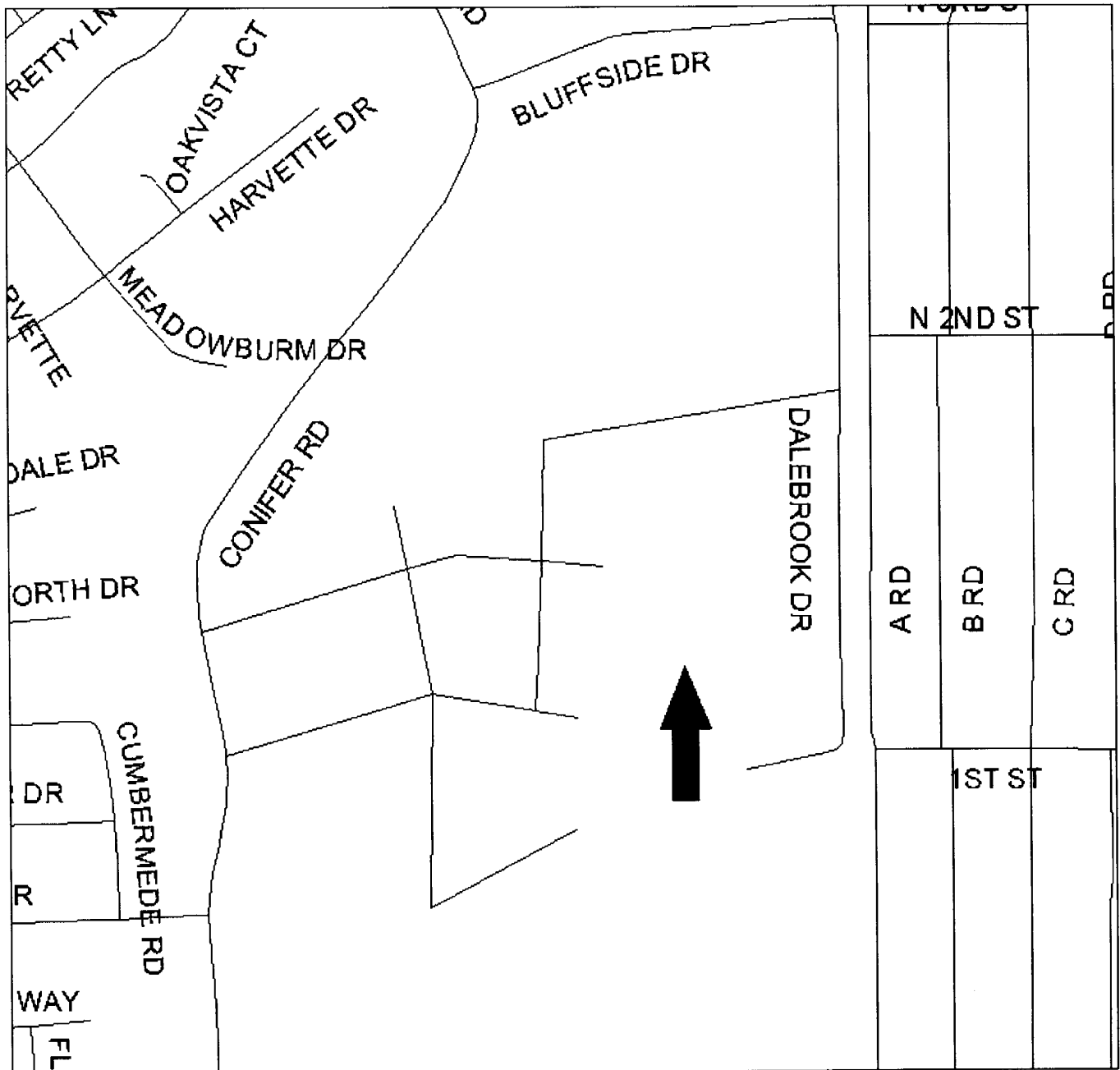
No

#

000187

VICINITY SKETCH

PUBLIC HEARING: ORDINANCE TO VACATE A PORTION
OF SUBDIVISION OF PART OF THE OLD CHALKLEY FARM



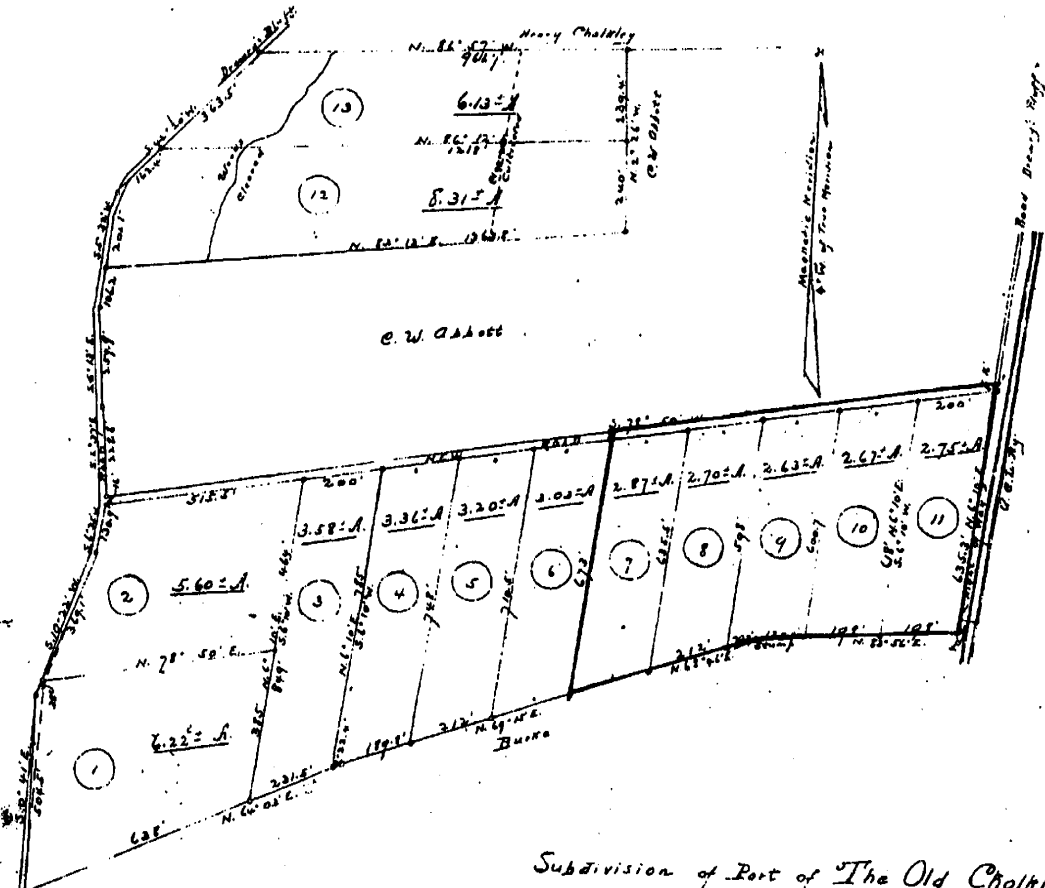
Chesterfield County Department of Utilities



1 inch equals 500 feet

000188

PB 3 p9 138



Subdivision of Part of The Old Chalkley Farm
 Owned by W. A. Powers, Dale District, Chesterfield Co., Va.
 Subdivided by Atlantic Coast Realty Co., Petersburg, Va. - Greenville, N.C.
 Scale: 1 inch = 200 ft. Feb. 1917. W. B. Flaherty, Engineer.
 Total Area, 53.09 ± Acres.

Virginia: In the Clerk's Office of the Circuit Court of
 Chesterfield County, the 20th day of April, 1917,
 this Plat was presented and, pursuant to record at 11 o'clock, A.M.
 Teste: *Chas. T. Gaybill, Clerk.*



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 14, 2007

Item Number: 17.G.

Subject:

PUBLIC HEARING: Ordinance to Vacate Portions of Pacer Lane, Formerly Wilton Road, Within Windsor-Hills Subdivision

County Administrator's Comments:

Recommend Approval

County Administrator: _____

LKH

Board Action Requested:

Adopt an ordinance to vacate portions of an unimproved county right of way within Windsor-Hills Subdivision.

Summary of Information:

Austin Brockenbrough & Associates, L.L.P., has requested the vacation of portions of an unimproved county right of way known as Pacer Lane, formerly Wilton Road, within Windsor-Hills Subdivision as shown on the attached plat. This request has been reviewed by staff and approval is recommended.

District: Bermuda

Preparer: John W. Harmon

Title: Right of Way Manager

Attachments:



Yes



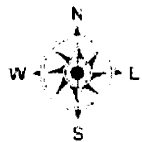
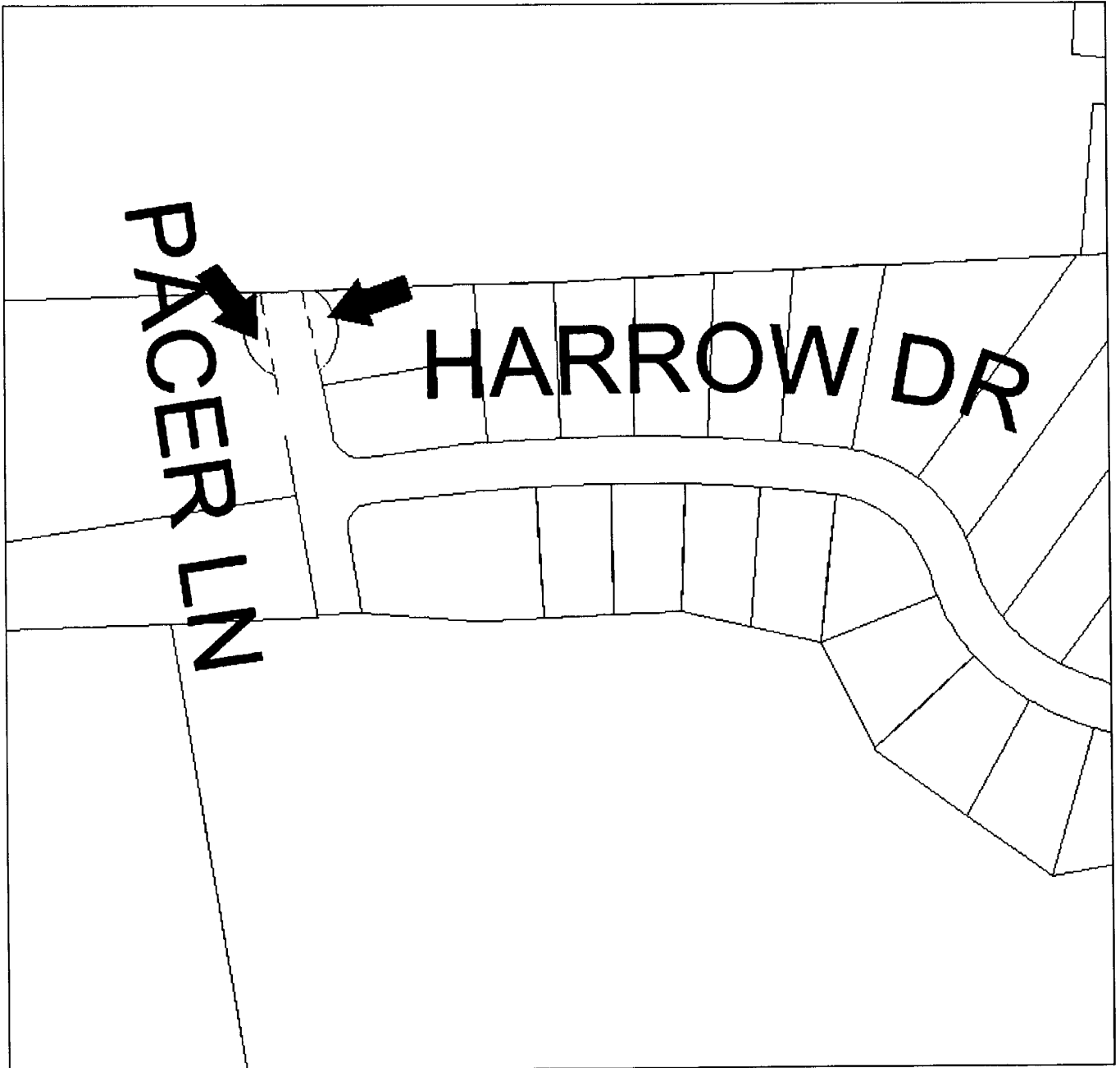
No

#

000190

VICINITY SKETCH

PUBLIC HEARING: ORDINANCE TO VACATE
PORTIONS OF PACER LANE FORMERLY WILTON
ROAD WITHIN WINDSOR-HILLS SUBDIVISION



Chesterfield County Department of Utilities



1 inch = 400 feet

000191

000192



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 14, 2007

Item Number: 17.H.

Subject:

PUBLIC HEARING: Ordinance to Vacate Portions of Lots 8, 9 and 10, Five Point Acres and Tract 9A, A Map of Property of H. E. Ward

County Administrator's Comments: *Recommend Approval*

County Administrator: _____ *[Signature]*

Board Action Requested:

Adopt an ordinance to vacate portions of Lots 8, 9 and 10, Five Point Acres and Tract 9A, A Map of Property of H. E. Ward, as shown on the attached plat.

Summary of Information:

D. C. Associates has submitted an application requesting the vacation of portions of Lots 8, 9 and 10, Five Point Acres and Tract 9A, A Map of Property of H. E. Ward. This request has been reviewed by staff and approval is recommended.

District: Bermuda

Preparer: _____ John W. Harmon

Title: _____ Right of Way Manager

Attachments:



Yes

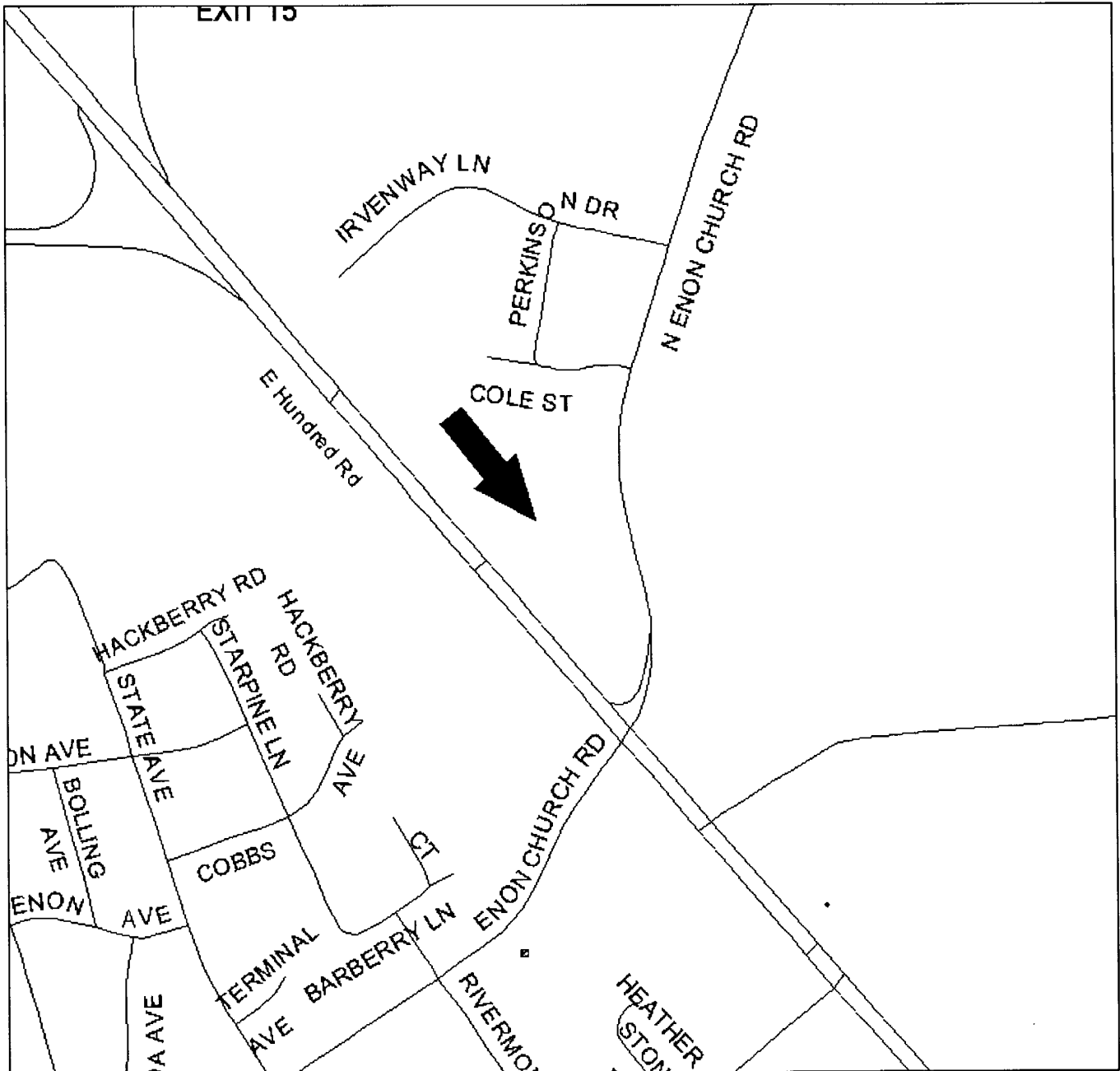


No

#000193

VICINITY SKETCH

PUBLIC HEARING: ORDINANCE TO VACATE
PORTIONS OF LOTS 8 9 & 10 FIVE POINT
ACRES AND TRACT 9A A MAP OF H E WARD



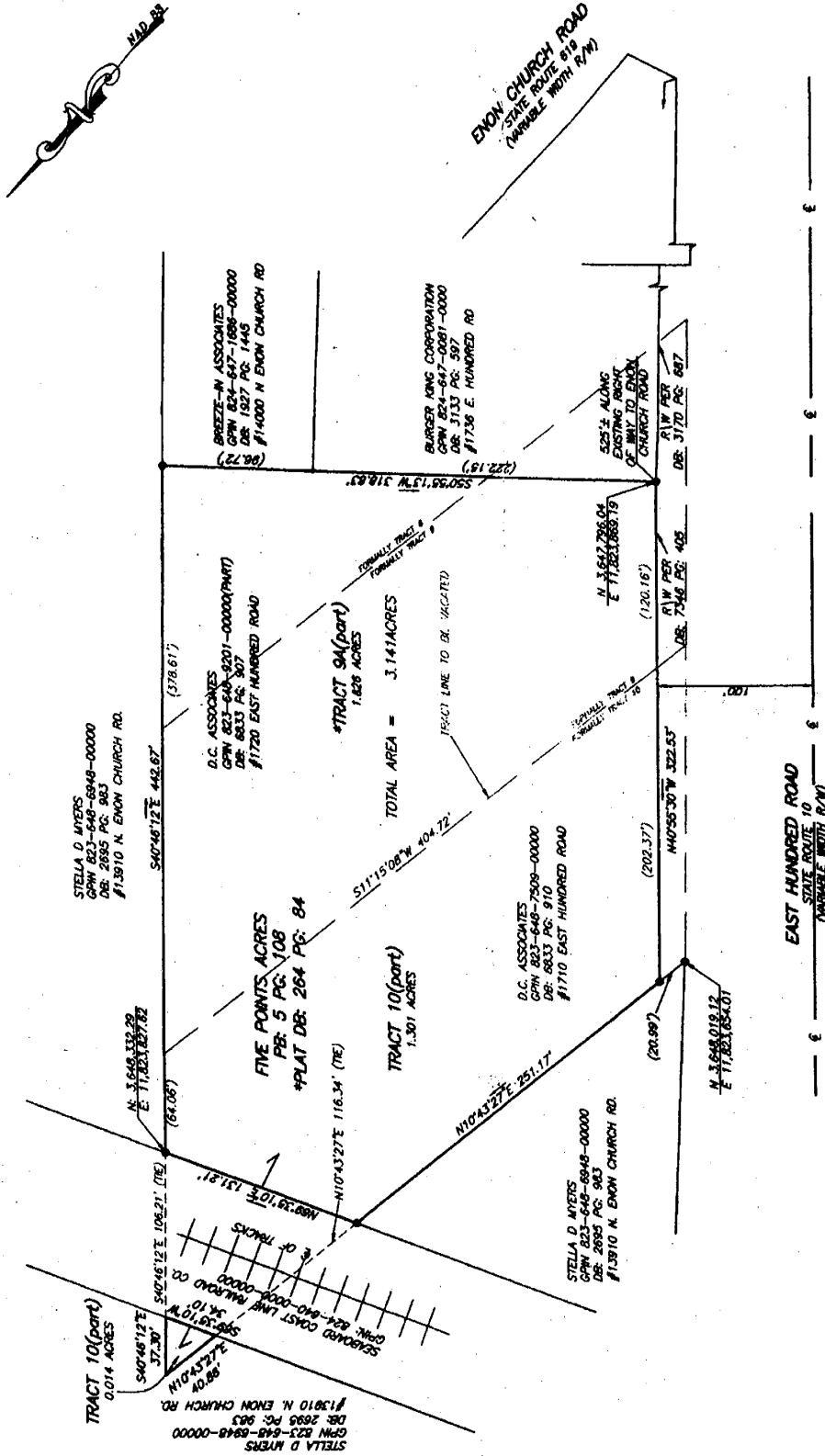
Chesterfield County Department of Utilities



1 inch equals 500.00 feet

000194

SCALE: 1" = 60'
SHEET NO.
1 of 1
JOB NO.
C0600010
DEPT. 56



NOTES:

- 1) THIS PLAT WAS COMPILED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO INFORMATION WHICH MAY BE DISCLOSED BY SUCH. NOT ALL EASEMENTS AND NO IMPROVEMENTS SHOWN.
- 2) FEMA FLOOD ZONE DEFINED "C" AND "B" PER COMMUNITY PANEL # 510035 0128 & EFFECTIVE DATE MARCH 14, 1983.
- 3) ZONED C-3
- 4) NOTE TO ACCESSOR: UPON VACATION PARCEL IS TO BE ASSIGNED ON GRN.

COUNTY PROJECT # 06-0140
SITE PLAN # 06PRQ374



Scale 1" = 50'





**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 14, 2007

Item Number: 17.I.

Subject:

PUBLIC HEARING: Ordinance to Vacate a Portion of a Twenty-Five Foot Unimproved County Right of Way Within Pineland Subdivision

County Administrator's Comments:

Recommend Approval

County Administrator: _____

JGR

Board Action Requested:

Adopt an ordinance to vacate a portion of a 25' unimproved county right of way within Pineland Subdivision.

Summary of Information:

Toron Management, LLC, has requested the vacation of a portion of a 25' unimproved county right of way within Pineland Subdivision as shown on the attached plat. The adjacent property owner is opposed to this vacation and would like to maintain the ability to use this right of way to access the back of their property. The Planning and Transportation Departments have reviewed this request. Since the unimproved right of way is only 25' wide and there must be a minimum of 40' to have a road taken into the state system, approval is recommended.

District: Bermuda

Preparer: John W. Harmon

Title: Right of Way Manager

Attachments:



Yes

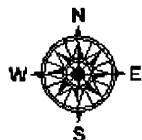
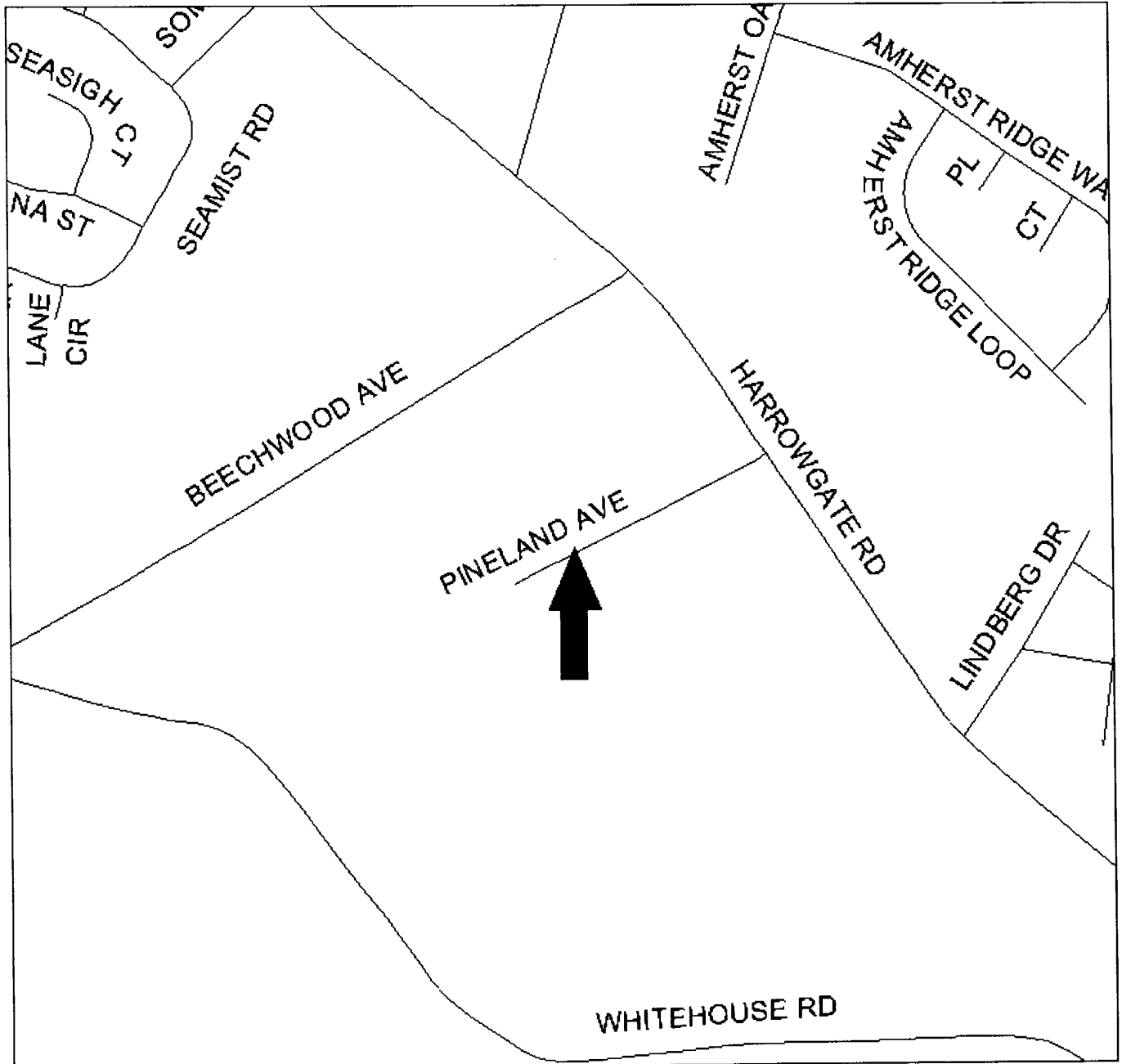


No

000196

VICINITY SKETCH

PUBLIC HEARING: ORDINANCE TO VACATE A
PORTION OF A 25' UNIMPROVED COUNTY
RIGHT OF WAY WITHIN PINELAND SUBDIVISION

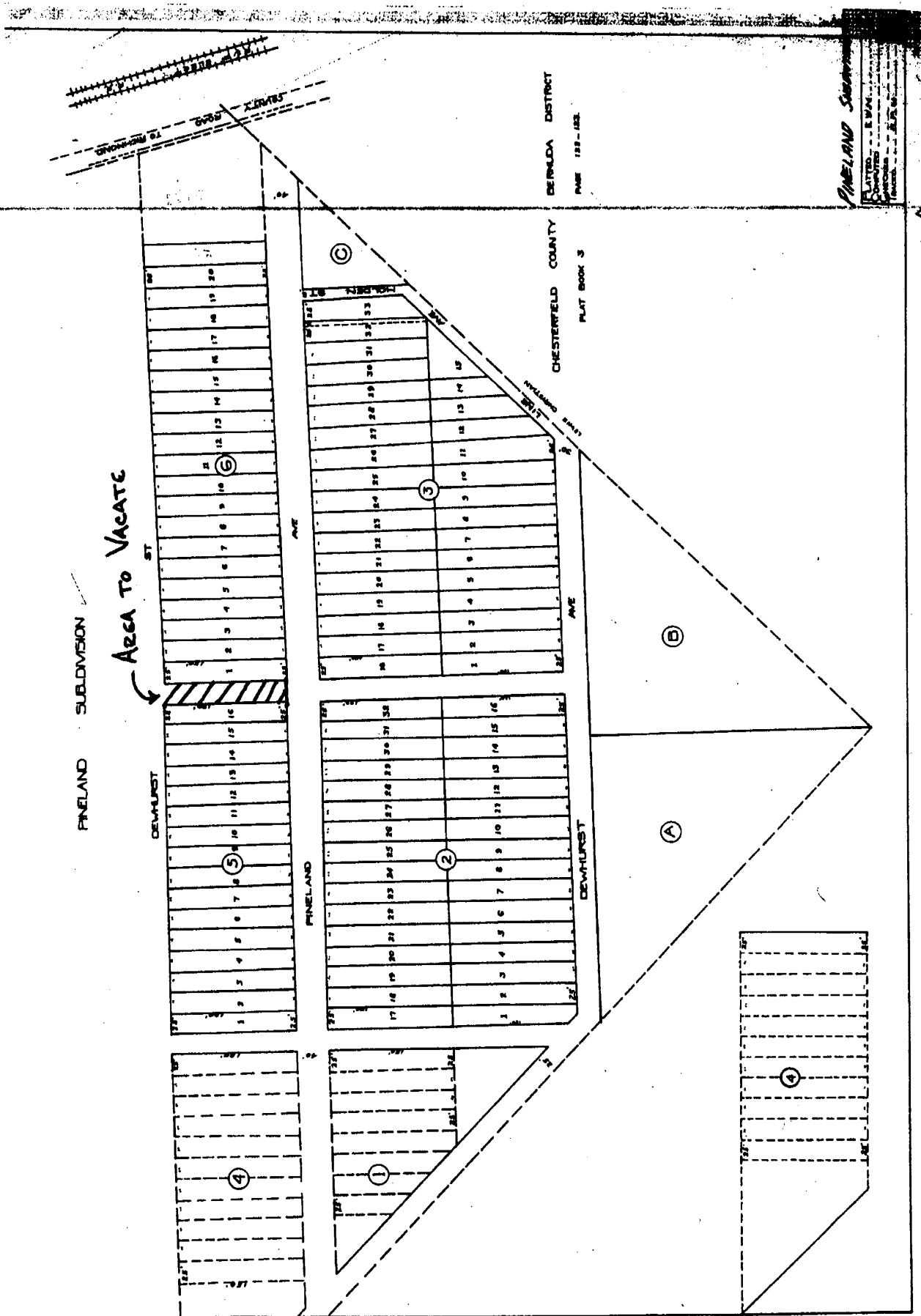


Chesterfield County Department of Utilities



1 inch equals 500 feet

000197





**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 2

Meeting Date: March 14, 2007

Item Number: 17.J.

Subject:

A Public Hearing to Consider the Restriction of Through Truck Traffic on Woodlake Village Parkway, Lakebluff Parkway, and Timber Bluff Parkway

County Administrator's Comments:

County Administrator: _____

Board Action Requested: A public hearing is scheduled for this date, to consider the restriction of through truck traffic on Woodlake Village Parkway, Lakebluff Parkway, and Timber Bluff Parkway from Hull Street Road to Woolridge Road.

Summary of Information: The county has received a request from the Woodlake Community Association to restrict any through truck or truck and trailer or semi-trailer combination, except pickup or panel trucks, from using Woodlake Village Parkway (Route 3600), Lakebluff Parkway (Route 4337), and Timber Bluff Parkway (Route 4329) from Hull Street Road (Route 360) to Woolridge Road (Route 668). The recommended alternate route is Woolridge Road (Route 668), Genito Road (Route 604), Charter Colony Parkway (950), Powhite Parkway (76), Route 288, and Hull Street Road (Route 360).

The Virginia Department of Transportation (VDOT) has four criteria it considers when a restriction is requested. A requested restriction must meet the first two criteria, in that: 1) a reasonable alternate route is provided; and 2) the character or frequency of truck traffic on the route proposed for restriction is not compatible with the effected area. Evaluation of the second criterion will include safety issues, accident history, engineering of the roadway, vehicle composition, and other traffic engineering related issues.

(Continued next page)

Preparer: R.J. McCracken
Agen648

Title: Director of Transportation

Attachments:



Yes



No

#

000199

**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 2 of 2

(Summary of Information: Continued)

In addition, a requested restriction must meet either of the last two criteria, in that: 1) the roadway is residential in nature, with at least 12 dwellings on both sides within 150 feet of the roadway centerline per 1,000 feet of roadway; or 2) the roadway must be functionally classified as either a local or collector road.

Staff supports this request to restrict through truck traffic. However, based on a review of the criteria, VDOT may not approve the request.

Recommendation: If the Board wishes to pursue this request the attached resolution requesting the Virginia Department of Transportation to restrict through truck traffic on Woodlake Village Parkway, Lakebluff Parkway, and Timber Bluff Parkway from Hull Street Road to Woolridge Road, should be adopted.

District: Matoaca

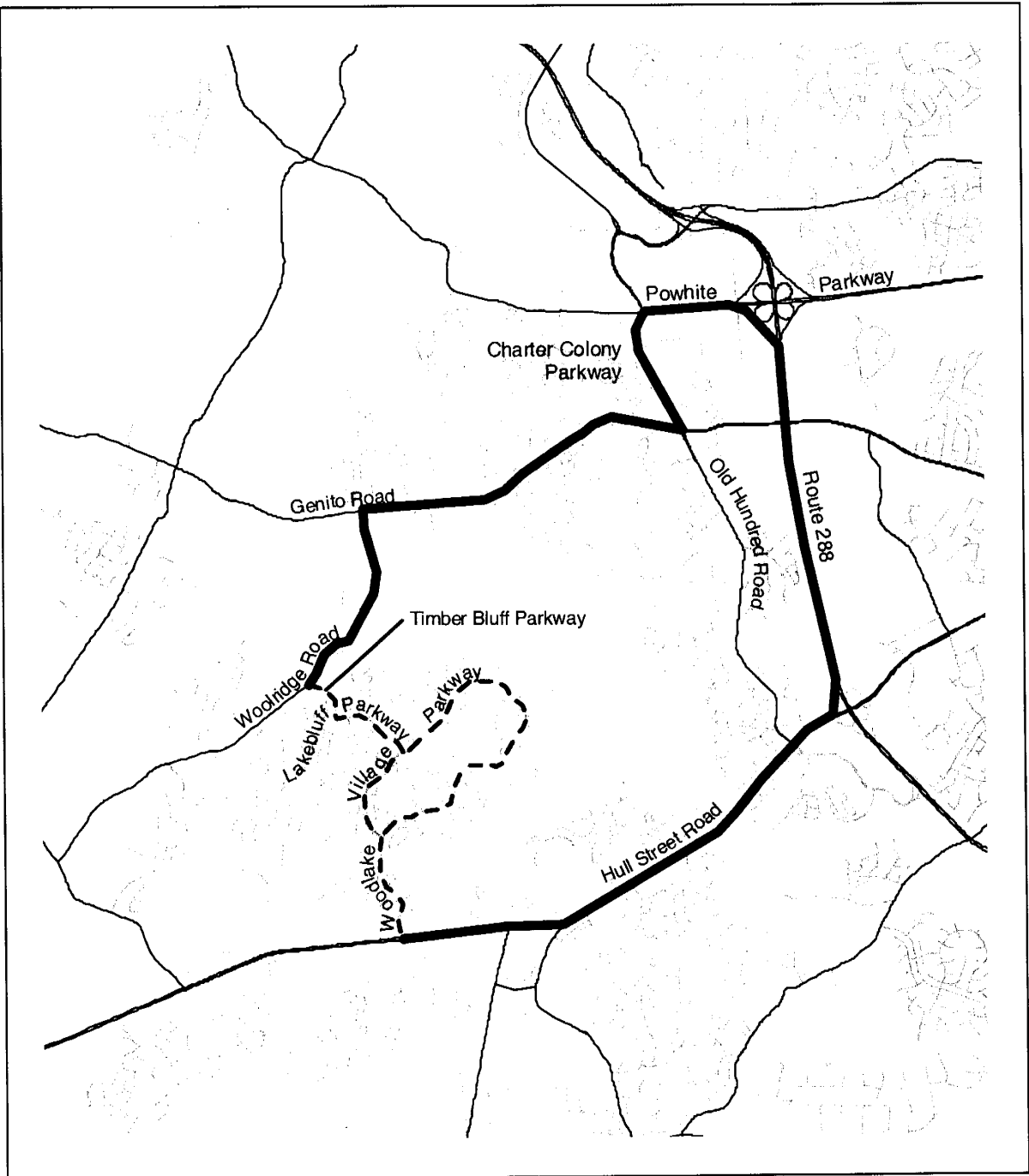
000200

WHEREAS, the Chesterfield County Board of Supervisors received a request to restrict any through truck or truck and trailer or semi-trailer combination except pickup or panel trucks from using Woodlake Village Parkway, Lakebluff Parkway, and Timber Bluff Parkway from Hull Street Road to Woolridge Road; and

WHEREAS, the recommended alternate route is Woolridge Road (Route 668), Genito Road (Route 604), Charter Colony Parkway (950), Powhite Parkway (76), Route 288, and Hull Street Road (Route 360); and

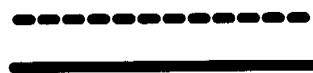
WHEREAS, the Board has conducted a public hearing on the restriction.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors requests the Virginia Department of Transportation to restrict through truck traffic on Woodlake Village Parkway, Lakebluff Parkway, and Timber Bluff Parkway from Hull Street Road to Woolridge Road.



Woodlake Village Parkway, Lakebluff Parkway,
and Timber Bluff Parkway
Through Truck Traffic Restriction Request

Proposed Restricted Route
Proposed Alternate Route





**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 2

Meeting Date: March 14, 2007

Item Number: 17K.

Subject:

Hold a Public Hearing to Consider Appropriation of Additional Funds for the Department of Social Services

County Administrator's Comments: *Recommend Approval after Public hearing*

County Administrator: *[Signature]*

Board Action Requested:

The Board of Supervisors is requested to hold a public hearing to consider appropriation of \$667,518 in additional Federal and State funds received from the State Department of Social Services.

Summary of Information:

This date and time has been scheduled to hold a public hearing to consider the appropriation of \$667,518 in additional federal and state funds.

The Virginia Department of Social Services has awarded additional funding to Chesterfield-Colonial Heights Department of Social Services for the following programs for FY2007:

Auxiliary Grants	\$58,400
Foster Care	200,000
Subsidized Adoption	106,000
Special Needs Adoption	95,000
Adult Services	12,800
Head Start	105,000
VIEW	<u>90,318</u>
Total	\$667,518

These funds will be used to purchase or provide services to customers of the department. The allocations are necessary due to increased program demands.

Preparer: Sarah C. Snead **Title:** Director , Social Services

Attachments:

☐

Yes

☒

No

#

000203



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 2 of 2

Meeting Date: March 14, 2007

Budget and Management Comments:

This item requests that the Board of Supervisors hold a public hearing to consider appropriation of \$667,518 in additional state and federal revenue received from the State Department of Social Services. The Auxiliary Grants and Adult Services programs require that the County provide matching funds equal to 10% of the allocation or \$17,800. The County's local match will be absorbed within the department's current allocation. The funds will be spent on direct services for customers.

Preparer: Allan M. Carmody

Title: Director, Budget and Management

000204



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 14, 2007

Item Number: 17.L.

Subject:

PUBLIC HEARING: Consider the Exercise of Eminent Domain for the Acquisition of Variable Width Water Easements and Ten-Foot Temporary Construction Easements for the Southwest Corridor Waterline Project

County Administrator's Comments: *Recommend Approval*

County Administrator: _____

JHR

Board Action Requested:

Authorize the County Attorney to proceed with eminent domain for the acquisition of variable width water easements and 10' temporary construction easements across the properties of the Heirs of Eliza Brown, 12601 Riverway Road, PIN: 727645583200000 and the Heirs of Phineas T. Mann, 12840 River Road, PIN: 735640669300000.

Summary of Information:

Staff has been unable to locate all of the Heirs of Eliza Brown, 12601 Riverway Road, PIN: 727645583200000 or the Heirs of Phineas T. Mann, 12840 River Road, PIN: 735640669300000. It is necessary to proceed with the use of eminent domain for the health and safety of the public. Staff will continue to try to locate the owners and negotiate a settlement.

District: Matoaca

Preparer: _____
John W. Harmon

Title: Right of Way Manager

Attachments:



Yes



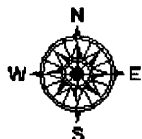
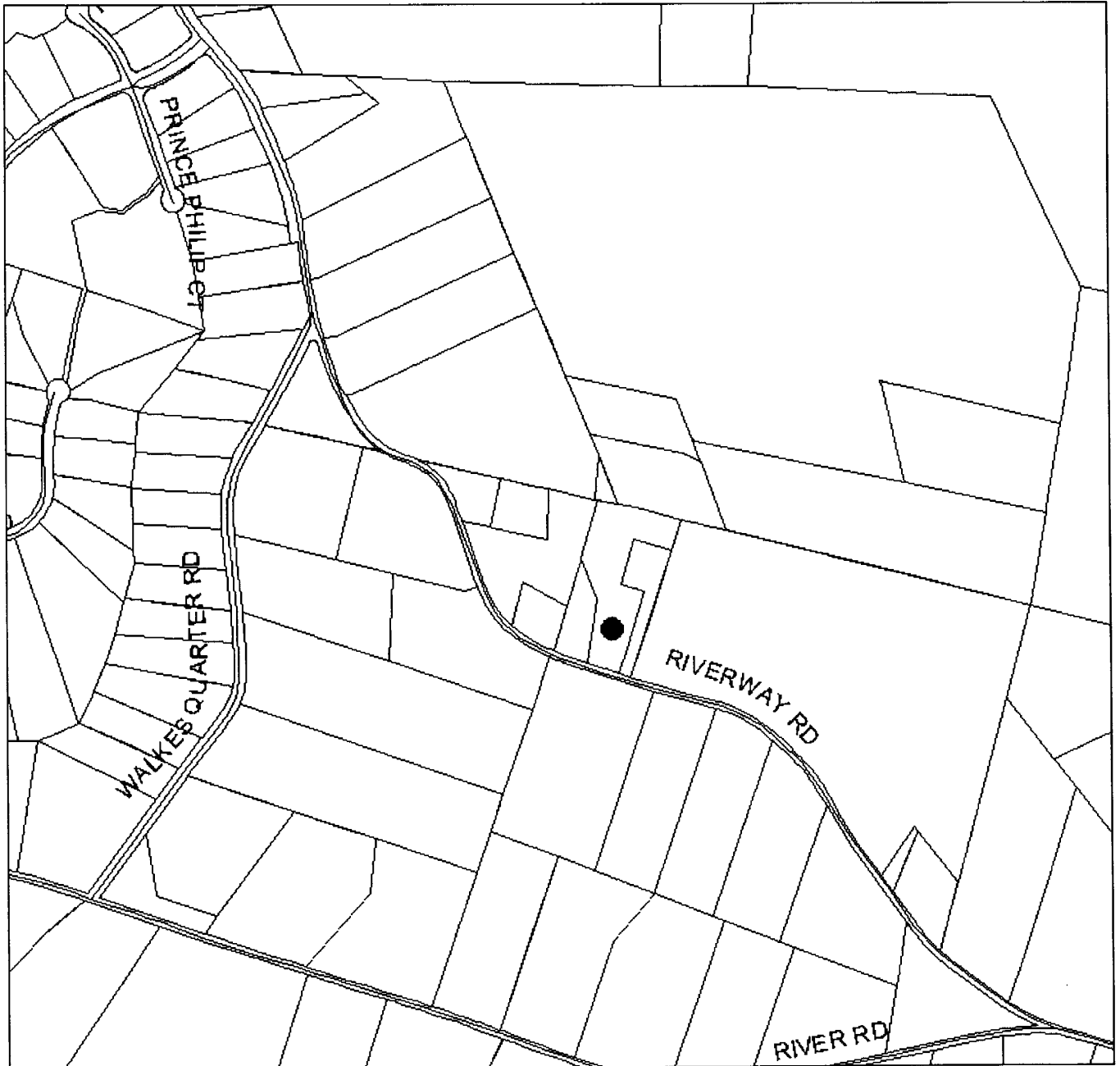
No

#

000205

VICINITY SKETCH

PUBLIC HEARING: CONSIDER THE EXERCISE OF EMINENT
DOMAIN FOR THE ACQUISITION OF VARIABLE WIDTH WATER
EASEMENTS AND 10' TEMPORARY CONSTRUCTION EASEMENTS
FOR THE SOUTHWEST CORRIDOR WATERLINE PROJECT



Chesterfield County Department of Utilities

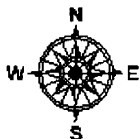


1 inch equals 683.33 feet

000206

VICINITY SKETCH

PUBLIC HEARING: CONSIDER THE EXERCISE OF EMINENT
DOMAIN FOR THE ACQUISITION OF VARIABLE WIDTH WATER
EASEMENTS AND 10' TEMPORARY CONSTRUCTION EASEMENTS
FOR THE SOUTHWEST CORRIDOR WATERLINE PROJECT



Chesterfield County Department of Utilities



1 inch equals 883.33 feet

000207

PROPERTY OF: WAYNE B. CAMPBELL AND SARA J. CAMPBELL
AND PHINEAS T. MANN ESTATE
REFERENCES: D.A. 2864, P. 72; D.B. 273, P. 421; W.A. 40, P. 456

PARCEL IDENTIFICATION NUMBER: 73544098300000

AREAS: AREA OF PROPOSED WATER EASEMENT TO BE ACQUIRED: 21,817 SQ. FT.
OR 0.502 ACRES

AREA OF PROPOSED WATER EASEMENT WITHIN 30' PREScriptive RIGHT-OF-WAY
TO BE ACQUIRED: 7,354 SQ. FT. OR 0.169 ACRES

AREA OF TEMPORARY CONSTRUCTION EASEMENT TO BE ACQUIRED: 8,274 SQ. FT.
OR 0.190 ACRES

AREA OF VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT WITHIN 30' PREScriptive
RIGHT-OF-WAY TO BE ACQUIRED: 1,111 SQ. FT. OR 0.025 ACRES

NOTES:

1. MERIDIAN SOURCE AND COORDINATES SHOWN HEREON ARE BASED ON VIRGINIA
COORDINATE SYSTEM (SOUTH ZONE), NAD83 (VA. HARN).
2. PROPERTY LINE INFORMATION IS BASED ON VARIOUS PLATS AND DEEDS OF
RECORD AND ACTUAL FIELD MEASUREMENTS.
3. THIS PLAT IS FOR EASEMENT ACQUISITION AND IS NOT TO BE CONSIDERED A
BOUNDARY SURVEY.
4. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS
NOT INTENDED TO SHOW ANY PHYSICAL IMPROVEMENTS NOR ALL EASEMENTS
THAT MAY AFFECT THE PROPERTY.



PLAT SHOWING PROPOSED EASEMENTS
TO BE ACQUIRED FROM
WAYNE B. CAMPBELL AND SARA J. CAMPBELL
AND PHINEAS T. MANN ESTATE
BY
CHESTERFIELD COUNTY, VIRGINIA
FOR
THE SOUTHWEST CORRIDOR
RIVER/RIVERWAY ROADS WATERLINE
COUNTY PROJECT NO. 05-0149
MAYNARD DISTRICT CHESTERFIELD COUNTY, VIRGINIA
SCALE 1"=50'
REVISED: JULY 25, 2006
APRIL 10, 2006

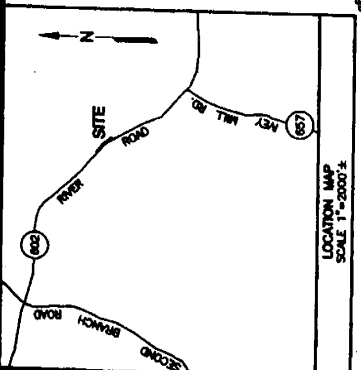
PSA
ROUSE-SIRINE ASSOCIATES, LTD.
SURVEYORS AND MAPPING CONSULTANTS
1300 W. 10TH STREET, SUITE 200
DENVER, CO 80202
TEL: (727) 460-2300 FAX: (727) 460-9138
www.rouse-sirine.com



SHEET 1 OF 1

NO.	BEARING	DISTANCE
1	N 82° 22' 11" E	47.80'
2	N 82° 22' 11" E	17.81'
3	N 81° 51' 45" W	7.54'

NO.	BEARING	ARC	CHORD	CHORD BEARING
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2	N 82° 22' 11" E	27.43'	25.65'	N 87° 39' 33" W
3	N 82° 22' 11" E	31.00'	28.00'	N 89° 59' 59" E
4	N 82° 22' 11" E	34.00'	30.00'	N 91° 59' 59" E
5	N 82° 22' 11" E	37.00'	31.00'	N 93° 59' 59" E
6	N 82° 22' 11" E	40.00'	32.00'	N 95° 59' 59" E
7	N 82° 22' 11" E	43.00'	33.00'	N 97° 59' 59" E
8	N 82° 22' 11" E	46.00'	34.00'	N 99° 59' 59" E
9	N 82° 22' 11" E	49.00'	35.00'	N 101° 59' 59" E
10	N 82° 22' 11" E	52.00'	36.00'	N 103° 59' 59" E
11	N 82° 22' 11" E	55.00'	37.00'	N 105° 59' 59" E
12	N 82° 22' 11" E	58.00'	38.00'	N 107° 59' 59" E
13	N 82° 22' 11" E	61.00'	39.00'	N 109° 59' 59" E
14	N 82° 22' 11" E	64.00'	40.00'	N 111° 59' 59" E
15	N 82° 22' 11" E	67.00'	41.00'	N 113° 59' 59" E
16	N 82° 22' 11" E	70.00'	42.00'	N 115° 59' 59" E
17	N 82° 22' 11" E	73.00'	43.00'	N 117° 59' 59" E
18	N 82° 22' 11" E	76.00'	44.00'	N 119° 59' 59" E
19	N 82° 22' 11" E	79.00'	45.00'	N 121° 59' 59" E
20	N 82° 22' 11" E	82.00'	46.00'	N 123° 59' 59" E

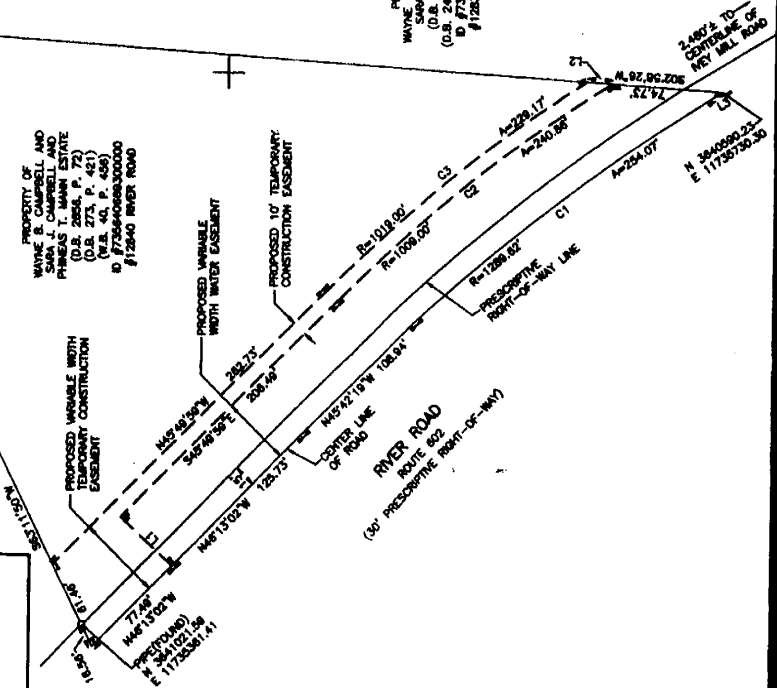


SEE NOTE 1
MERIDIAN SOURCE

PROPERTY OF
WAYNE B. CAMPBELL AND
SARA J. CAMPBELL
AND PHINEAS T. MANN ESTATE
(D.B. 2864, P. 72)
(D.B. 273, P. 421)
(W.A. 40, P. 456)
D. 73544098300000
#12840 RIVER ROAD

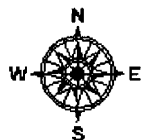
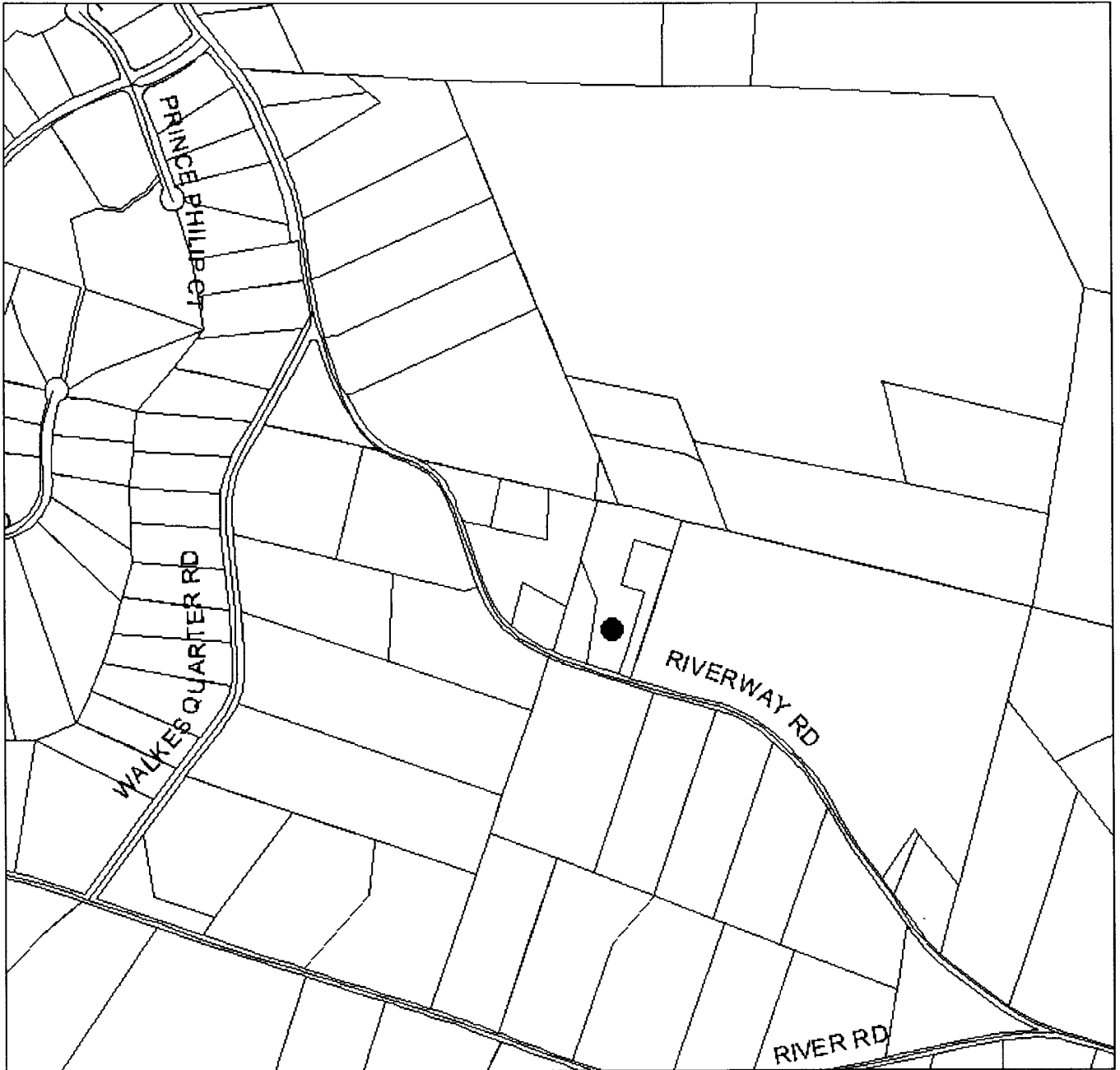
PROPOSED VARIABLE
WIDTH WATER EASEMENT
PROPOSED 10' TEMPORARY
CONSTRUCTION EASEMENT

PROPERTY OF
WAYNE B. CAMPBELL AND
SARA J. CAMPBELL
(D.B. 2467, P. 757)
(D.B. 2571, P. 758-PLAT)
D. 73544098300000
#12830 RIVER ROAD



VICINITY SKETCH

PUBLIC HEARING: CONSIDER THE EXERCISE OF EMINENT
DOMAIN FOR THE ACQUISITION OF VARIABLE WIDTH WATER
EASEMENTS AND 10' TEMPORARY CONSTRUCTION EASEMENTS
FOR THE SOUTHWEST CORRIDOR WATERLINE PROJECT



Chesterfield County Department of Utilities

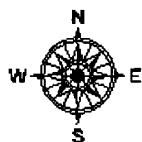


1 inch equals 663.33 feet

000210

VICINITY SKETCH

PUBLIC HEARING: CONSIDER THE EXERCISE OF EMINENT
DOMAIN FOR THE ACQUISITION OF VARIABLE WIDTH WATER
EASEMENTS AND 10' TEMPORARY CONSTRUCTION EASEMENTS
FOR THE SOUTHWEST CORRIDOR WATERLINE PROJECT



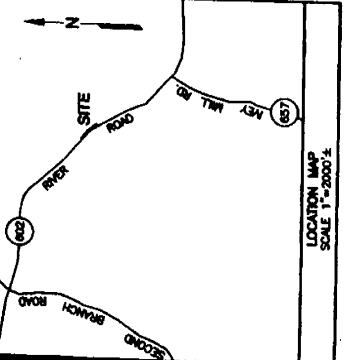
Chesterfield County Department of Utilities



1 inch equals 583.33 feet

000211

CURVE TABLE			
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3	128.00	117.17	254.07
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5	128.00	117.17	254.07
6	128.00	117.17	254.07
7	128.00	117.17	254.07
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9	128.00	117.17	254.07
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11	128.00	117.17	254.07
12	128.00	117.17	254.07
13	128.00	117.17	254.07
14	128.00	117.17	254.07
15	128.00	117.17	254.07
16	128.00	117.17	254.07
17	128.00	117.17	254.07
18	128.00	117.17	254.07
19	128.00	117.17	254.07
20	128.00	117.17	254.07



PROPERTY OF
WAYNE B. CAMPBELL AND
SARA J. CAMPBELL
(D.B. 2445, P. 572)
ID #73544102800000
#12840 RIVER ROAD

PROPERTY OF
WAYNE B. CAMPBELL AND
SARA J. CAMPBELL
(D.B. 2445, P. 572)
ID #73544102800000
#12840 RIVER ROAD

PROPOSED VARIABLE WIDTH
TEMPORARY CONSTRUCTION
EASEMENT

PROPOSED VARIABLE
WIDTH WATER EASEMENT

PROPOSED 10' TEMPORARY
CONSTRUCTION EASEMENT

EXISTING
RIVER ROAD
ROUTE 607
(30' PREScriptive RIGHT-OF-WAY)

PROPERTY OF
WAYNE B. CAMPBELL AND
SARA J. CAMPBELL
(D.B. 2445, P. 572)
ID #73544102800000
#12840 RIVER ROAD

2,480' TO
CENTERLINE OF
MET. RAIL ROAD
N 3640080.22
E 1773530.30

PROPERTY OF: WAYNE B. CAMPBELL AND SARA J. CAMPBELL
AND PHINEAS T. MANN ESTATE
REFERENCES: D.B. 2445, P. 72; D.B. 273, P. 421; W.B. 40, P. 455

PARCEL IDENTIFICATION NUMBER: 73544102800000

AREAS: AREA OF PROPOSED WATER EASEMENT TO BE ACQUIRED: 21,887. SQ. FT.
ON .4502 ACRES

AREA OF PROPOSED WATER EASEMENT WITHIN 30' PREScriptive RIGHT-OF-WAY
TO BE ACQUIRED: 2,484. SQ. FT. ON .056 ACRES

AREA OF TEMPORARY CONSTRUCTION EASEMENT TO BE ACQUIRED: 8,274. SQ. FT.
ON .1880 ACRES

AREA OF VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT WITHIN 30' PREScriptive
RIGHT-OF-WAY TO BE ACQUIRED: 1,131. SQ. FT. ON .026 ACRES

NOTES:

1. MERIDIAN SOURCE AND COORDINATES SHOWN HEREON ARE BASED ON VIRGINIA
COORDINATE SYSTEM (SOUTH ZONE), NAD83 (VA. HARN).
2. PROPERTY LINE INFORMATION IS BASED ON VARIOUS PLATS AND DEEDS OF
RECORD AND ACTUAL FIELD MEASUREMENTS.
3. THIS PLAT IS FOR EASEMENT ACQUISITION AND IS NOT TO BE CONSIDERED A
BOUNDARY SURVEY.
4. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS
NOT TO BE USED TO SUPPORT ANY PHYSICAL IMPROVEMENTS NOR ALL EASEMENTS
THAT MAY AFFECT THE PROPERTY.



PLAT SHOWING PROPOSED EASEMENTS
TO BE ACQUIRED FROM
WAYNE B. CAMPBELL AND SARA J. CAMPBELL
AND PHINEAS T. MANN ESTATE
BY
CHESTERFIELD COUNTY, VIRGINIA
FOR
THE SOUTHWEST CORRIDOR
RIVER/RIVERWAY ROADS WATERLINE
COUNTY PROJECT NO. 05-0149
MADACHA DISTRICT CHESTERFIELD COUNTY, VIRGINIA
SCALE 1"=50'

ROUSE-SIRINE ASSOCIATES, LTD.
SURVEYING AND MAPPING CONSULTANTS
333 GUYTON SQUARE, SUITE 200
FALLS CHURCH, VIRGINIA 22042
TEL: (703) 441-1100 FAX: (703) 441-1108
www.rouse-sirine.com



PROPERTY OF: ELIZA BROWN ESTATE

REFERENCES: D.B. 214, P. 326

PARCEL IDENTIFICATION NUMBER: 72764583200000

AREAS: AREA OF PROPOSED WATER EASEMENT TO BE ACQUIRED: 8.718 SQ. FT.
OR 0.2023 ACRES.

AREA OF PROPOSED WATER EASEMENT WITHIN 30' PRESUMPTIVE RIGHT-OF-WAY
TO BE ACQUIRED: 3.462 SQ. FT. OR 0.0791 ACRES.

AREA OF TEMPORARY CONSTRUCTION EASEMENT TO BE ACQUIRED: 1.492 SQ. FT.
OR 0.0338 ACRES.

NOTES:

1. METRIC SOURCE AND COORDINATES SHOWN HEREON ARE BASED ON VIRGINIA COORDINATE SYSTEM (SOUTH ZONE), NAD83 (N. 1983).
2. PROPERTY LINE INFORMATION IS BASED ON VARIOUS PLATS AND DEEDS OF RECORD AND ACTUAL FIELD MEASUREMENTS.
3. THIS PLAT IS FOR EASEMENT ACQUISITION AND IS NOT TO BE CONSIDERED A BOUNDARY SURVEY.
4. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS NOT INTENDED TO SHOW ANY PHYSICAL IMPROVEMENTS NOR ALL EASEMENTS THAT MAY AFFECT THE PROPERTY.



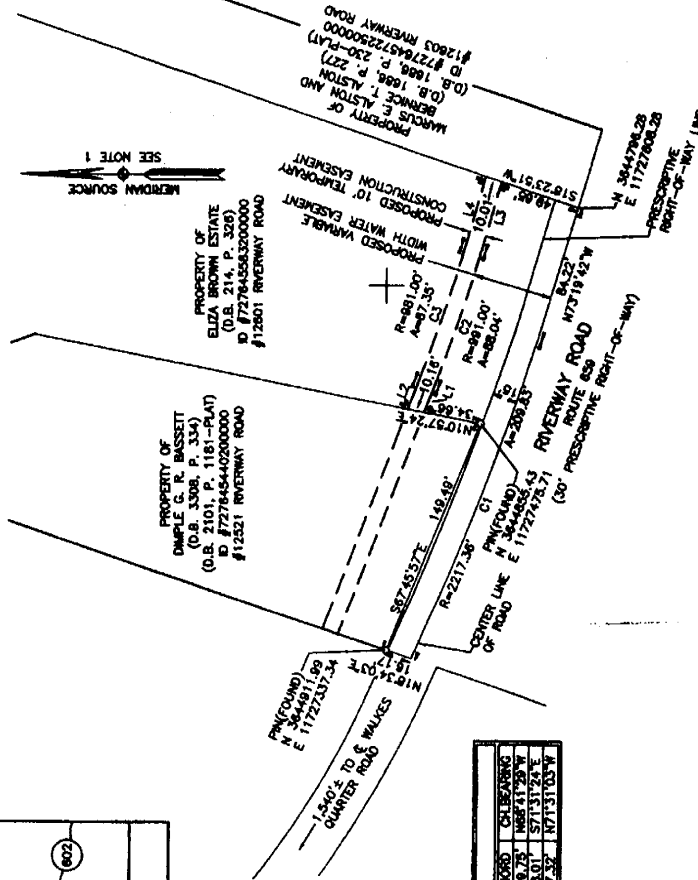
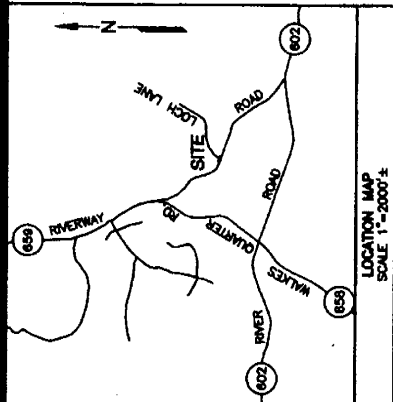
PLAT SHOWING PROPOSED EASEMENTS
TO BE ACQUIRED FROM
ELIZA BROWN ESTATE
BY

CHESTERFIELD COUNTY, VIRGINIA
FOR
THE SOUTHWEST CORRIDOR
RIVER/ROVERWAY ROADS WATERLINE
COUNTY PROJECT NO. 05-0149
MAYNARD DISTRICT CHESTERFIELD COUNTY, VIRGINIA

SCALE: 1"=50'

APRIL 10, 2006
REVISED: JULY 18, 2006
ROUSE-SIRINE ASSOCIATES, LTD.
SURVEYORS AND MAPPING CONSULTANTS
333 OFFICE SQUARE LANE
MAYNARD, VIRGINIA 22643
TEL: (757) 460-2300 FAX: (757) 460-8138
www.rouse-sirine.com

0 25 50 100 150 FEET
GRAPHIC SCALE
SHEET 1 OF 1



NO.	BEARING	DELTA	ARC	TANGENT	CHORD	CH. BEARING
L1	S82°50'18"E	18.95				
L2	N62°50'18"W	18.95				
L3	S72°04'08"E	44.04				
L4	N72°04'08"W	44.17				

NO.	BEARING	DELTA	ARC	TANGENT	CHORD	CH. BEARING
C1	S211°39'08"E	209.53	104.89	209.75	104.89	N209°11'28"W
C2	S91°00'00"E	88.04	44.05	88.01	44.05	S71°31'24"E
C3	S81°00'00"E	87.35	43.70	87.32	43.70	N71°31'03"W



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 3

Meeting Date: March 14, 2007

Item Number: 17.M.

Subject:

PUBLIC HEARING: Consider the Exercise of Eminent Domain for the Acquisition of Water and Temporary Construction Easements for the Southwest Corridor Waterline Project

County Administrator's Comments: *Recommend Approval after Public hearing*

County Administrator: _____

Board Action Requested:

Authorize the County Attorney to proceed with eminent domain for the acquisition of water and temporary construction easements for the Southwest Corridor Waterline and authorization to enter and take such easements prior to eminent domain proceedings.

Summary of Information:

Staff has been negotiating for acquisition of variable width permanent water and temporary construction easements for the Southwest Corridor Waterline Project. The following offers have been made and refused or not responded to: Cynthia Bernier, 8319 River Road, PIN: 768609752100000, \$2,655.00, George Alvin Payne, Jr., 8329 River Road, PIN: 768609523100000, and 8325 River Road, PIN: 768609663200000, \$2,634.00, Joseph Michael Orrell and John Vernon Orrell, 8615 River Road, PIN: 766609680300000, \$1,907.00, Henry D. Parker, Jr., 8631 River Road, PIN: 766609477800000, \$3,531.50, B. Clay Taylor, Jr., 10512 River Road, PIN: 755624278900000, \$5,220.00, Ricky L. and Sheryl R. Saunders, 10810 River Road, PIN: 753627747600000, \$3,635.00, Roger Wayne and Jean M. Atkins, 10910 River Road, PIN:

District: Matoaca

Preparer: John W. Harmon

Title: Right of Way Manager

Attachments:



Yes



No

#

000214

**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 2 of 3

752628677000000, \$1,805.00, Sterling A., Jr. and Cynthia B. Simmons, 12221 Riverway Road, PIN: 726647570000000, \$4,964.00, Frank G., III and Tracy H. Childress, 12231 Riverway Road, PIN: 72664667400000, \$4,476.00, Dimple G. R. Bassett, 12501 and 12521 Riverway Road, PIN 727645270400000 and PIN: 727645440200000, \$5,252.00, Vincent and Robin M. Stufano, 12311 Riverway Road, PIN: 726646812600000, \$4,328.00. It is necessary to proceed with the use of eminent domain for the health and safety of the public. Staff will continue to negotiate with the owners in an effort to acquire the easements. Approval is recommended.

000215



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 3 of 3

Meeting Date: March 14, 2007

Budget and Management Comments:

Sufficient funding is available in the Southwest Corridor Waterline System project budget to cover the cost of the acquisition of the easements. The total of the current offers is \$40,407.50.

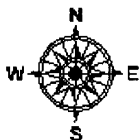
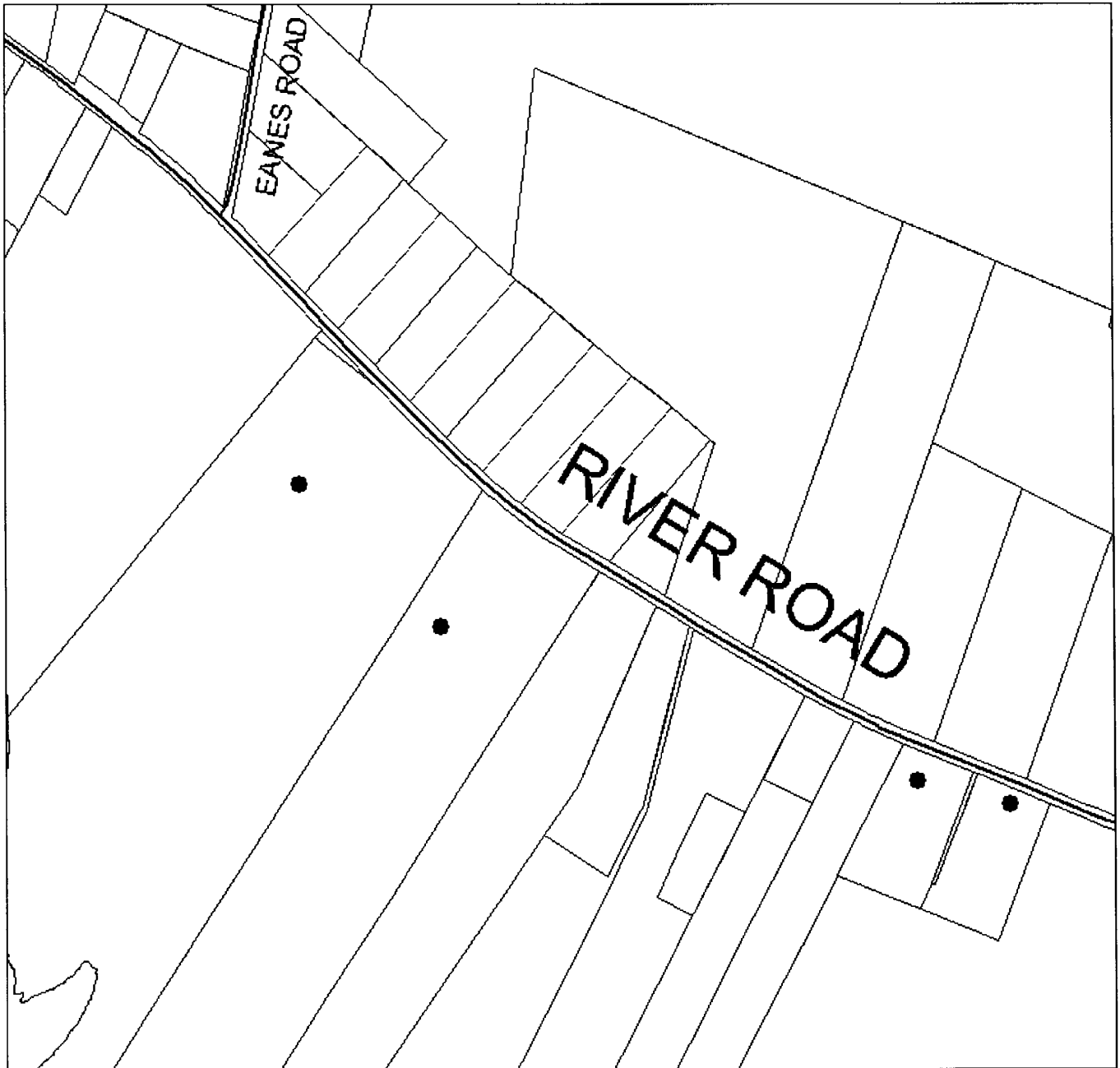
Preparer: Allan M. Carmody

Title: Director, Budget and Management

050216

VICINITY SKETCH

PUBLIC HEARING: CONSIDER THE EXERCISE OF
EMINENT DOMAIN FOR THE ACQUISITION OF WATER
AND TEMPORARY CONSTRUCTION EASEMENTS FOR
THE SOUTHWEST CORRIDOR WATERLINE PROJECT



Chesterfield County Department of Utilities

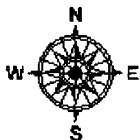


1 inch equals 416.67 feet

000217

VICINITY SKETCH

PUBLIC HEARING: CONSIDER THE EXERCISE OF
EMINENT DOMAIN FOR THE ACQUISITION OF WATER
AND TEMPORARY CONSTRUCTION EASEMENTS FOR
THE SOUTHWEST CORRIDOR WATERLINE PROJECT



Chesterfield County Department of Utilities

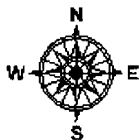


1 inch equals 666.67 feet

000218

VICINITY SKETCH

PUBLIC HEARING: CONSIDER THE EXERCISE OF
EMINENT DOMAIN FOR THE ACQUISITION OF WATER
AND TEMPORARY CONSTRUCTION EASEMENTS FOR
THE SOUTHWEST CORRIDOR WATERLINE PROJECT



Chesterfield County Department of Utilities



1 inch equals 663.33 feet

000219

PROPERTY OF: FRANK G. CHILDRESS, III AND TRACY H. CHILDRESS

REFERENCES: D.B. 4132, P. 134; P.D. 113, P. 81

PARCEL IDENTIFICATION NUMBER: 72864687400000

AREAS: AREA OF PROPOSED WATER EXEMPTION TO BE ACQUIRED: 13,832 SQ. FT. OR LESS. ACRES.

AREA OF PROPOSED WATER EXEMPTION WITHIN 30' PRESCRIPTIVE RIGHT-OF-WAY TO BE ACQUIRED: 3,789 SQ. FT. OR LESS. ACRES.

AREA OF TEMPORARY CONSTRUCTION EXEMPTION TO BE ACQUIRED: 2,817 SQ. FT. OR LESS. ACRES.

NOTES:

1. METEORIC SOURCE AND COORDINATES SHOWN HEREON ARE BASED ON VIRGINIA COORDINATE SYSTEM (SOUTH ZONE), NAD83 (N. 1983).
2. PROPERTY LINE INFORMATION IS BASED ON VARIOUS PLATS AND DEEDS OF RECORD AND ACTUAL FIELD MEASUREMENTS.
3. THIS PLAT IS FOR EXEMPTION ACQUISITION AND IS NOT TO BE CONSIDERED A BOUNDARY SURVEY.
4. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS NOT INTENDED TO SHOW ANY PHYSICAL IMPROVEMENTS NOR ALL EXEMPTIONS THAT MAY AFFECT THE PROPERTY.



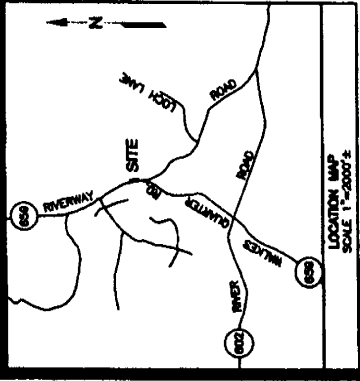
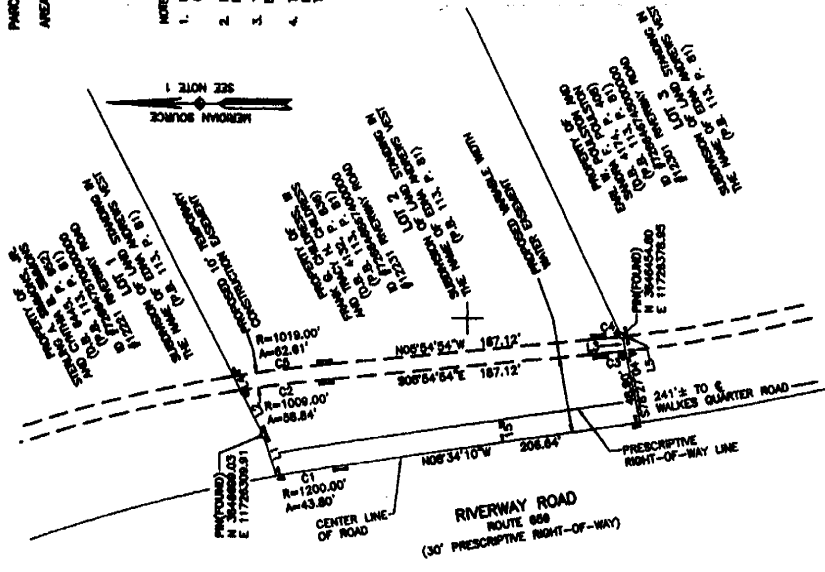
PLAT SHOWING PROPOSED EXEMPTIONS TO BE ACQUIRED FROM FRANK G. CHILDRESS, III AND TRACY H. CHILDRESS BY CHESTERFIELD COUNTY, VIRGINIA FOR THE SOUTHWEST CORRIDOR RIVER/RAILWAY ROADS WATERLINE COUNTY PROJECT NO. 05-0148

SCALE: 1"=60'

ROUSE-SIRINE ASSOCIATES, LTD. SURVEYORS AND MAPPING CONSULTANTS 1001 EAST MAIN STREET, SUITE 2000 RICHMOND, VIRGINIA 23262 TEL: (703) 460-2300 FAX: (703) 460-4135 www.rsa-usa.com



SHEET 1 OF 1



LINE TABLE

LINE	BEARING	DISTANCE
1	N 0° 00' 00" E	10.00
2	N 0° 00' 00" E	10.00
3	N 0° 00' 00" E	10.00
4	N 0° 00' 00" E	10.00
5	N 0° 00' 00" E	10.00

CURVE TABLE

LINE	BEARING	DISTANCE	CHORD	CHORD BEARING
1	N 0° 00' 00" E	10.00	10.00	N 0° 00' 00" E
2	N 0° 00' 00" E	10.00	10.00	N 0° 00' 00" E
3	N 0° 00' 00" E	10.00	10.00	N 0° 00' 00" E
4	N 0° 00' 00" E	10.00	10.00	N 0° 00' 00" E
5	N 0° 00' 00" E	10.00	10.00	N 0° 00' 00" E

000220

PROPERTY OF: DMAPLE G. R. BASSETT

REFERENCES: D.B. 3308, P. 334 §12501 D.B. 1725, P. 1049-PLAT
§12521 D.B. 2101, P. 1181-PLAT

PARCEL IDENTIFICATION NUMBER: 727945270400000 & 727945440200000

AREAS: AREA OF PROPOSED WATER EASEMENT TO BE ACQUIRED §12501: 10,252 SQ. FT. OR 0.235 ACRES.

AREA OF PROPOSED WATER EASEMENT WITHIN PREScriptive RIGHT-OF-WAY TO BE ACQUIRED §12501: 3,139 SQ. FT. OR 0.072 ACRES.

AREA OF TEMPORARY CONSTRUCTION EASEMENT TO BE ACQUIRED §12501: 2,139 SQ. FT. OR 0.049 ACRES.

AREA OF PROPOSED WATER EASEMENT TO BE ACQUIRED §12521: 5,778 SQ. FT. OR 0.131 ACRES.

AREA OF PROPOSED WATER EASEMENT WITHIN PREScriptive RIGHT-OF-WAY TO BE ACQUIRED §12521: 0 SQ. FT. OR 0 ACRES.

AREA OF TEMPORARY CONSTRUCTION EASEMENT TO BE ACQUIRED §12521: 1,440 SQ. FT. OR 0.033 ACRES.

TOTAL AREA OF PROPOSED WATER EASEMENTS TO BE ACQUIRED: 17,031 SQ. FT. OR 0.392 ACRES.

TOTAL AREA OF PROPOSED WATER EASEMENTS WITHIN PREScriptive RIGHT-OF-WAY TO BE ACQUIRED: 3,139 SQ. FT. OR 0.072 ACRES.

TOTAL AREA OF TEMPORARY CONSTRUCTION EASEMENTS TO BE ACQUIRED: 3,579 SQ. FT. OR 0.082 ACRES.

NOTES:

1. METRIC SOURCE AND COORDINATES SHOWN HEREON ARE BASED ON VIRGINIA COORDINATE SYSTEM (SOUTH ZONE), NAD83 (N.A. MAP).
2. PROPERTY LINE INFORMATION IS BASED ON VARIOUS PLATS AND DEEDS OF RECORD AND ACTUAL FIELD MEASUREMENTS.
3. THIS PLAT IS FOR EASEMENT ACQUISITION AND IS NOT TO BE CONSIDERED A BOUNDARY SURVEY.
4. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS NOT INTENDED TO REPORT ANY PHYSICAL IMPROVEMENTS NOR ALL EASEMENTS THAT MAY AFFECT THE PROPERTY.



PLAT SHOWING PROPOSED EASEMENTS
TO BE ACQUIRED FROM
DMAPLE G. R. BASSETT

FOR
CHESTERFIELD COUNTY, VIRGINIA

THE SOUTHWEST CORRIDOR
RIVER/INTERWAY ROADS WATERLINE
COUNTY PROJECT NO. 05-0140

MARIONA DISTRICT
CHESTERFIELD COUNTY, VIRGINIA

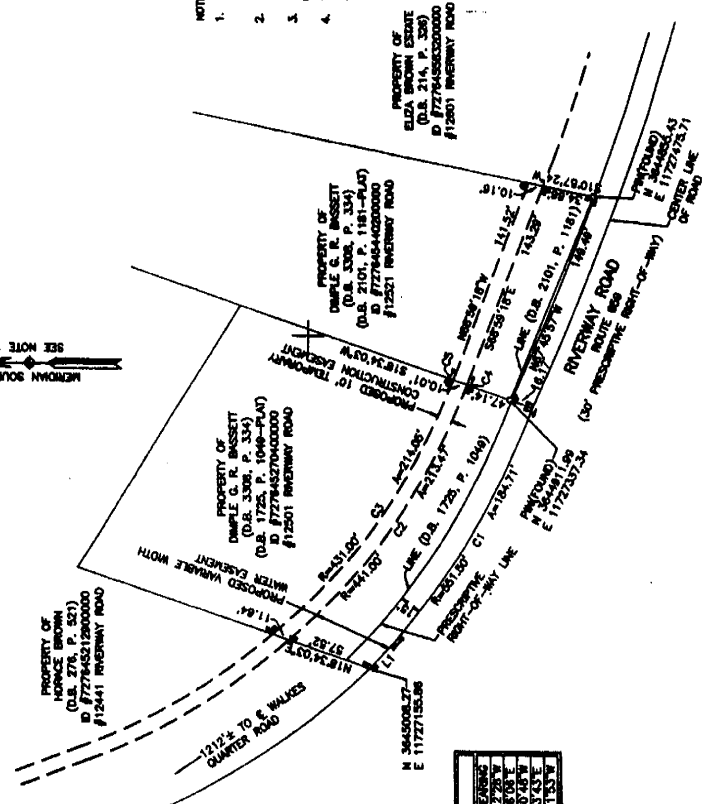
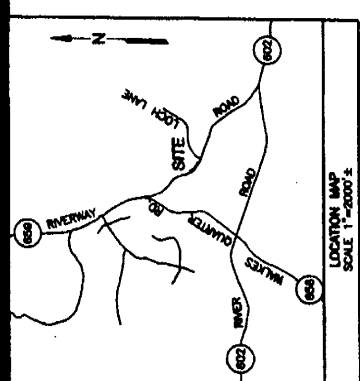
SCALE: 1"=40'

RENDER: JULY 18, 2008

ROUSE-SRINE ASSOCIATES, LTD.

SURVEYOR AND MAPPER
333 OFFICE SQUARE, SUITE 200
WINSTON-SALEM, NC 27103
TEL: (703) 498-1100
WWW.ROUSE-SRINE.COM

0 25 50 100 150 FEET
GRAPHIC SCALE
SHEET 1 OF 1



NO.	BEARING	DISTANCE
1	N40°27'01"W	75.35'

NO.	BEARING	DISTANCE	CHORD	CHORD BEARING
1	N40°27'01"W	75.35'	75.35'	N40°27'01"W
2	S81°11'25"W	18.11'	18.11'	S81°11'25"W
3	S81°11'25"W	18.11'	18.11'	S81°11'25"W
4	S81°11'25"W	18.11'	18.11'	S81°11'25"W
5	S81°11'25"W	18.11'	18.11'	S81°11'25"W
6	S81°11'25"W	18.11'	18.11'	S81°11'25"W
7	S81°11'25"W	18.11'	18.11'	S81°11'25"W
8	S81°11'25"W	18.11'	18.11'	S81°11'25"W
9	S81°11'25"W	18.11'	18.11'	S81°11'25"W
10	S81°11'25"W	18.11'	18.11'	S81°11'25"W

PROPERTY OF: STERLING A. SIMMONS, JR. AND CYNTHIA B. SIMMONS

REFERENCES: D.B. 6446, P. 802; P.B. 113, P. 81

PARCEL IDENTIFICATION NUMBER: 72664757000000

AREAS: AREA OF PROPOSED WATER EASEMENT TO BE ACQUIRED: 15,000 SQ. FT. OR 0.340 ACRES.
 AREA OF PROPOSED WATER EASEMENT WITHIN 30' PRESUMPTIVE RIGHT-OF-WAY TO BE ACQUIRED: 3,750 SQ. FT. OR 0.087 ACRES.
 AREA OF TEMPORARY CONSTRUCTION EASEMENT TO BE ACQUIRED: 2,850 SQ. FT. OR 0.065 ACRES.

NOTES:

1. METRAN SOURCE AND COORDINATES SHOWN HEREON ARE BASED ON VIRGINIA COORDINATE SYSTEM (SOUTH ZONE), NAD83 (NA. 1983).
2. PROPERTY LINE INFORMATION IS BASED ON VARIOUS PLATS AND DEEDS OF RECORD AND ACTUAL FIELD MEASUREMENTS.
3. THIS PLAT IS FOR EASEMENT ACQUISITION AND IS NOT TO BE CONSIDERED A BOUNDARY SURVEY.
4. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS NOT INTENDED TO SHOW ANY PHYSICAL IMPROVEMENTS NOR ALL EASEMENTS THAT MAY AFFECT THE PROPERTY.



PLAT SHOWING PROPOSED EASEMENTS
 TO BE ACQUIRED FROM
 STERLING A. SIMMONS, JR. AND CYNTHIA B. SIMMONS

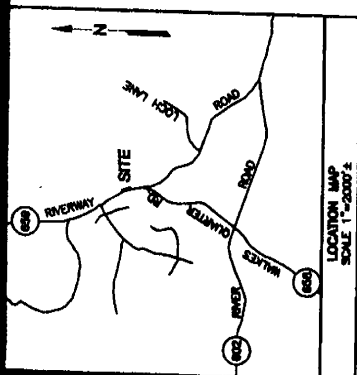
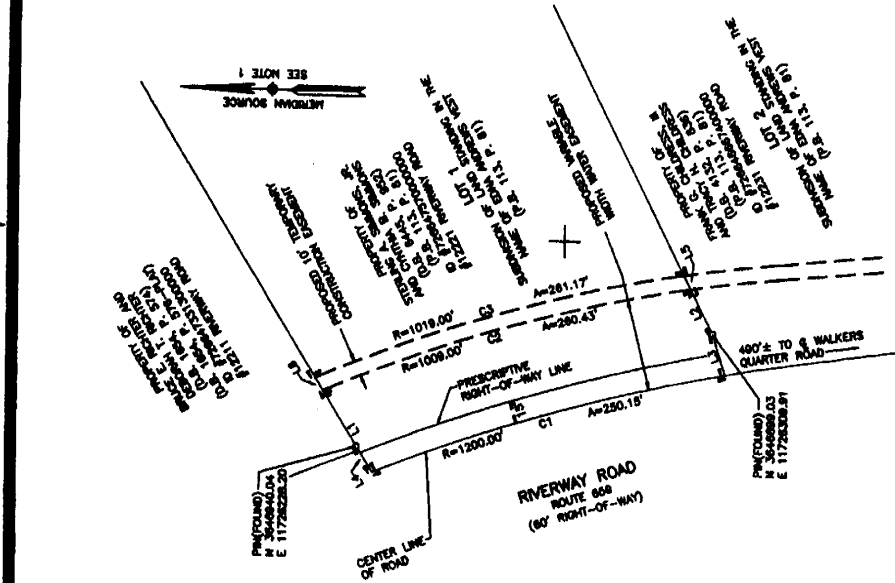
BY
 CHESTERFIELD COUNTY, VIRGINIA
 FOR
 THE SOUTHWEST CORRIDOR
 RIVERWAY ROADS WATERLINE
 COUNTY PROJECT NO. 05-0149
 WOODCH DISTRICT CHESTERFIELD COUNTY, VIRGINIA

SCALE: 1"=50'

APRIL 4, 2008
 REMARK: JULY 18, 2008
ROUSE-SIRINE ASSOCIATES, LTD.
 SURVEYORS AND MAPPING CONSULTANTS
 333 OFFICE SQUARE LANE
 CHESTERFIELD, VIRGINIA 23043
 TEL: (757) 461-2300 FAX: (757) 461-9138
 WWW.ROUSE-SIRINE.COM

GRAPHIC SCALE
 0 25 50 100 150 FEET
 SHEET 1 OF 1

P.S. 672, P. 21

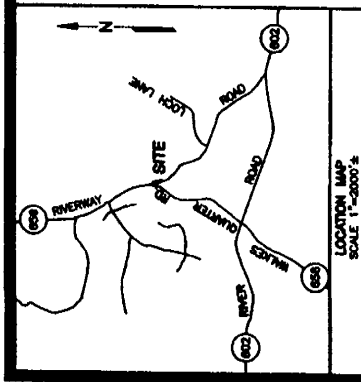
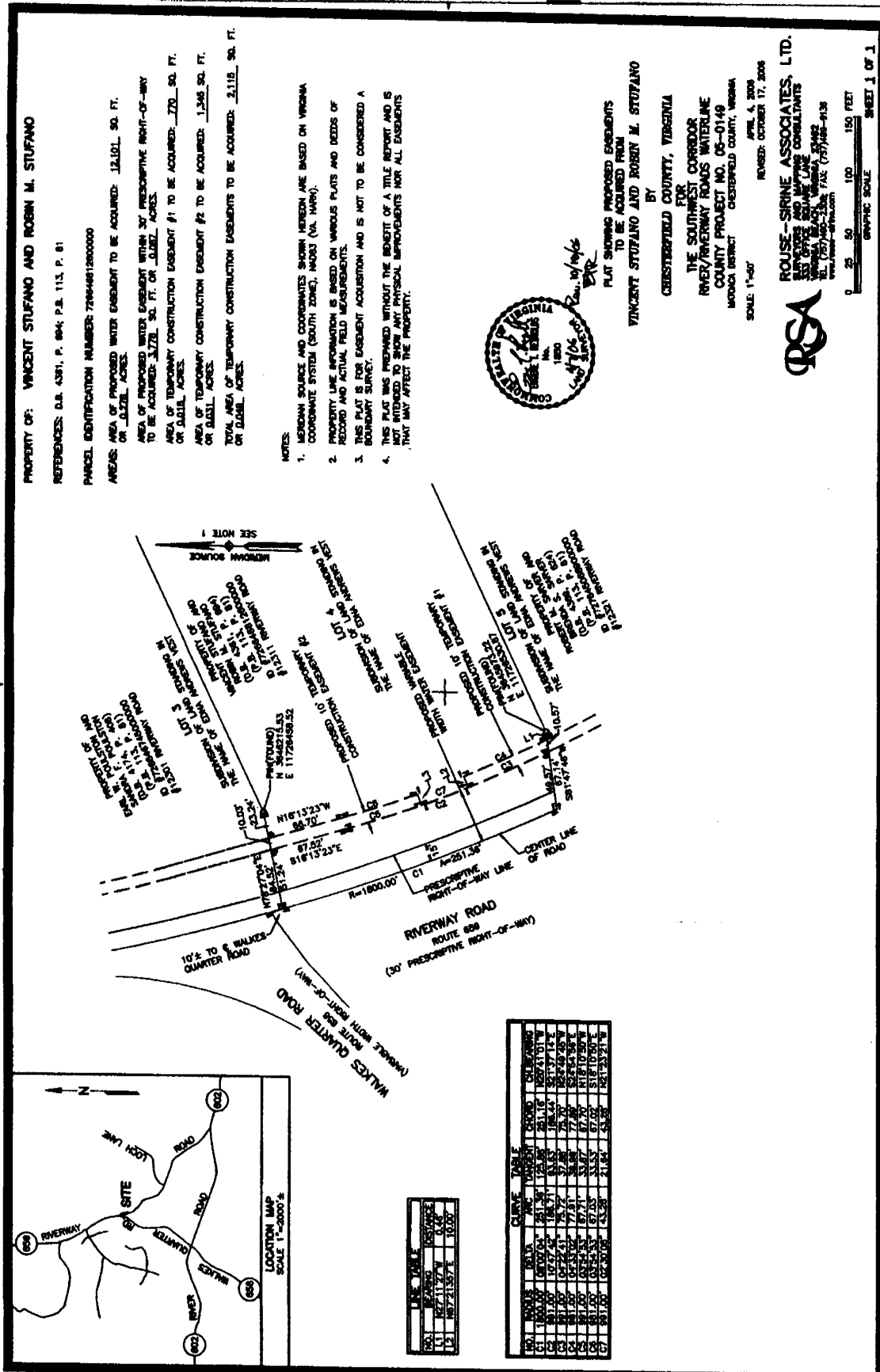


STATION	CHORD BEARING	CHORD DISTANCE
1+00	S 89° 15' 11" W	117.253093
1+10	S 89° 15' 11" W	117.253093
1+20	S 89° 15' 11" W	117.253093
1+30	S 89° 15' 11" W	117.253093
1+40	S 89° 15' 11" W	117.253093
1+50	S 89° 15' 11" W	117.253093
1+60	S 89° 15' 11" W	117.253093
1+70	S 89° 15' 11" W	117.253093
1+80	S 89° 15' 11" W	117.253093
1+90	S 89° 15' 11" W	117.253093
2+00	S 89° 15' 11" W	117.253093

STATION	CHORD BEARING	CHORD DISTANCE	CHORD BEARING	CHORD DISTANCE
1+00	S 89° 15' 11" W	117.253093	S 89° 15' 11" W	117.253093
1+10	S 89° 15' 11" W	117.253093	S 89° 15' 11" W	117.253093
1+20	S 89° 15' 11" W	117.253093	S 89° 15' 11" W	117.253093
1+30	S 89° 15' 11" W	117.253093	S 89° 15' 11" W	117.253093
1+40	S 89° 15' 11" W	117.253093	S 89° 15' 11" W	117.253093
1+50	S 89° 15' 11" W	117.253093	S 89° 15' 11" W	117.253093
1+60	S 89° 15' 11" W	117.253093	S 89° 15' 11" W	117.253093
1+70	S 89° 15' 11" W	117.253093	S 89° 15' 11" W	117.253093
1+80	S 89° 15' 11" W	117.253093	S 89° 15' 11" W	117.253093
1+90	S 89° 15' 11" W	117.253093	S 89° 15' 11" W	117.253093
2+00	S 89° 15' 11" W	117.253093	S 89° 15' 11" W	117.253093

J.D. #12641-4 ADD-12221-PLA Rev. 08/08

000222



AREA TABLE

NO.	AREA (SQ. FT.)	AREA (ACRES)
1	12,151	0.28
2	3,178	0.07
3	270	0.01
4	1,345	0.03
TOTAL	17,944	0.41

CHORD TABLE

CHORD	BEARING	CHORD	BEARING
1	N 89° 59' 54" E	1	N 89° 59' 54" E
2	N 89° 59' 54" E	2	N 89° 59' 54" E
3	N 89° 59' 54" E	3	N 89° 59' 54" E
4	N 89° 59' 54" E	4	N 89° 59' 54" E
5	N 89° 59' 54" E	5	N 89° 59' 54" E
6	N 89° 59' 54" E	6	N 89° 59' 54" E
7	N 89° 59' 54" E	7	N 89° 59' 54" E
8	N 89° 59' 54" E	8	N 89° 59' 54" E
9	N 89° 59' 54" E	9	N 89° 59' 54" E
10	N 89° 59' 54" E	10	N 89° 59' 54" E
11	N 89° 59' 54" E	11	N 89° 59' 54" E
12	N 89° 59' 54" E	12	N 89° 59' 54" E
13	N 89° 59' 54" E	13	N 89° 59' 54" E
14	N 89° 59' 54" E	14	N 89° 59' 54" E
15	N 89° 59' 54" E	15	N 89° 59' 54" E
16	N 89° 59' 54" E	16	N 89° 59' 54" E
17	N 89° 59' 54" E	17	N 89° 59' 54" E
18	N 89° 59' 54" E	18	N 89° 59' 54" E
19	N 89° 59' 54" E	19	N 89° 59' 54" E
20	N 89° 59' 54" E	20	N 89° 59' 54" E
21	N 89° 59' 54" E	21	N 89° 59' 54" E
22	N 89° 59' 54" E	22	N 89° 59' 54" E
23	N 89° 59' 54" E	23	N 89° 59' 54" E
24	N 89° 59' 54" E	24	N 89° 59' 54" E
25	N 89° 59' 54" E	25	N 89° 59' 54" E
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98	N 89° 59' 54" E	98	N 89° 59' 54" E
99	N 89° 59' 54" E	99	N 89° 59' 54" E
100	N 89° 59' 54" E	100	N 89° 59' 54" E

THIS IS NOT A BOUNDARY SURVEY

PLAT PREPARED BY:
PRECISION MEASUREMENTS, INC.
2116 DABNEY ROAD
SUITE B5
RICHMOND, VA 23230

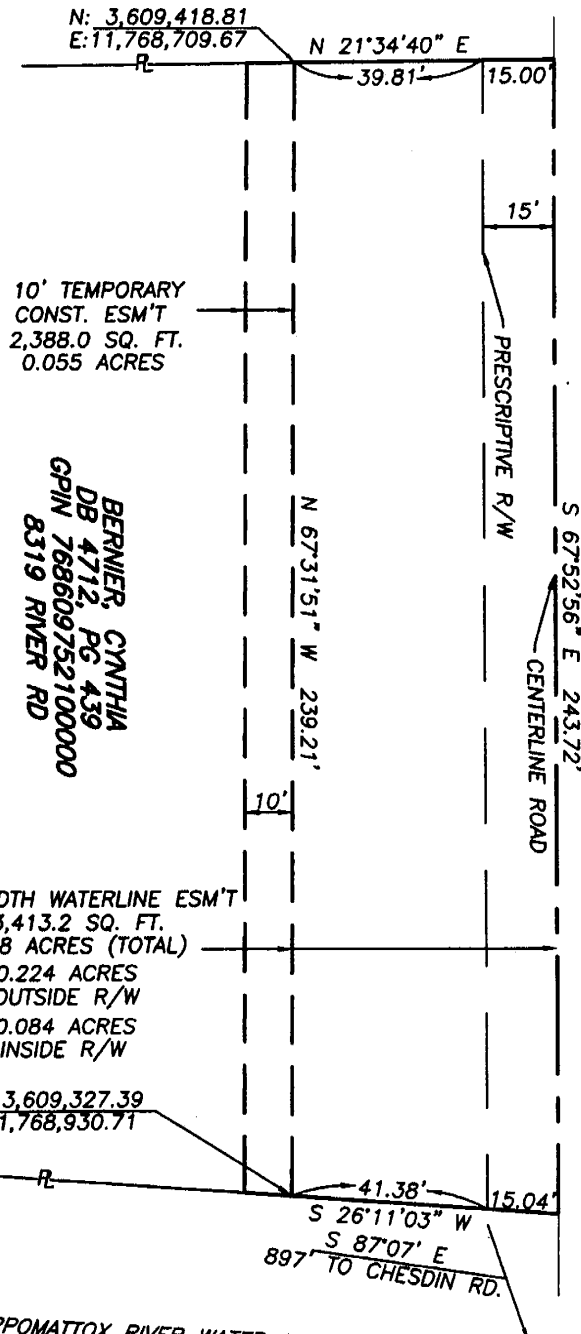
PLAT OF A
VARIABLE WIDTH
WATERLINE EASEMENT & A
10' TEMPORARY CONSTRUCTION
EASEMENT ACROSS THE PROPERTY
OF CYNTHIA BERNIER

MATOACA DISTRICT ~ CHESTERFIELD CO.
VIRGINIA

PAYNE, G ALVIN JR
DB 1423, PG 315
GPIN 768609663200000
8325 RIVER RD



SCALE 1"=30'



10' TEMPORARY
CONST. ESM'T
2,388.0 SQ. FT.
0.055 ACRES

BERNIER, CYNTHIA
DB 4712, PG 439
GPIN 768609752100000
8319 RIVER RD

VAR. WIDTH WATERLINE ESM'T
13,413.2 SQ. FT.
0.308 ACRES (TOTAL)
0.224 ACRES
OUTSIDE R/W
0.084 ACRES
INSIDE R/W

N: 3,609,327.39
E: 11,768,930.71

APPOMATTOX RIVER WATER AUTHORITY
DB 1824, PG 365
TM# 768608805900000
8315 RIVER RD



RIVER ROAD
VAR. WIDTH R/W
SR-602

DATE: JULY 6, 2006

COUNTY PROJECT# 05-0147

000224

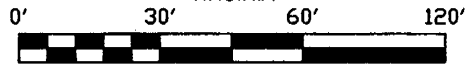
THIS IS NOT A BOUNDARY SURVEY

PLAT PREPARED BY:
PRECISION MEASUREMENTS, INC.
2116 DABNEY ROAD
SUITE B5
RICHMOND, VA 23230

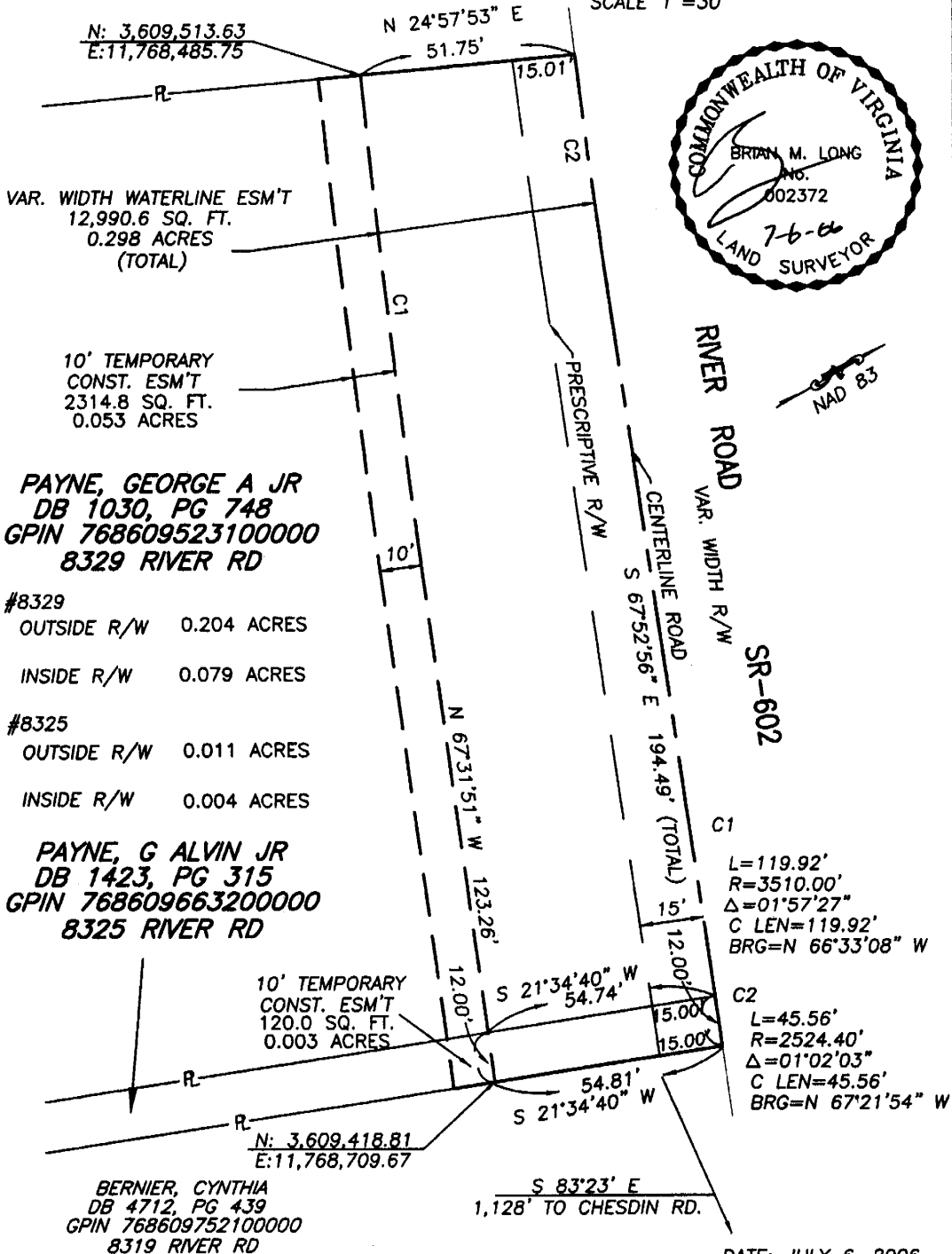
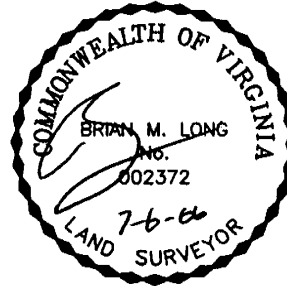
FARRELL, PATRICK J.
DB 957, PG. 562
GPIN 768608007400000
8401 RIVER RD

PLAT OF A
VARIABLE WIDTH
WATERLINE EASEMENT & A
10' TEMPORARY CONSTRUCTION
EASEMENT ACROSS THE PROPERTIES
OF GEORGE A. PAYNE, JR.

MATOACA DISTRICT ~ CHESTERFIELD CO.
VIRGINIA



SCALE 1"=30'



DATE: JULY 6, 2006

COUNTY PROJECT# 05-014000225

THIS IS NOT A BOUNDARY SURVEY

PLAT PREPARED BY:
PRECISION MEASUREMENTS, INC.
2116 DABNEY ROAD
SUITE B5
RICHMOND, VA 23230

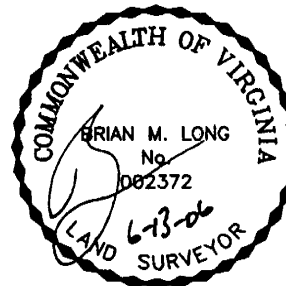
PLAT OF A
VARIABLE WIDTH
WATERLINE EASEMENT & A
10' TEMPORARY CONSTRUCTION
EASEMENT ACROSS THE PROPERTY
OF JOSEPH M. & JOHN V. ORRELL

MATOACA DISTRICT ~ CHESTERFIELD CO.
VIRGINIA

PARKER, HENRY D JR
DB 3965, PG 278
GPIN 766609477800000
8631 RIVER RD



SCALE 1"=50'



10' TEMPORARY
CONST. ESM'T
4384.8 SQ. FT.
0.101 ACRES

ORRELL, JOSEPH M. & ORRELL, JOHN V.
DB 3097, PG 34
GPIN 766609680300000
8615 RIVER RD

VAR. WIDTH
WATERLINE ESM'T
17042.5 SQ. FT.
0.391 ACRES (TOTAL)
0.251 ACRES OUTSIDE R/W
0.140 ACRES INSIDE R/W

N: 3,610,033.78
E: 11,767,587.35

DUNN, R L III
DB 6005, PG 399
GPIN 767608029200000
8601 RIVER RD

N 44°45' W
1,143' TO EANES RD.

N 32°28'39" E
84.71'

N 84°25'30" E
87.84'

N 10°47'08" W
39.35'

15'

10'

15'

15.00'

172.31'

S 57°29'26" E

49.12'

S 32°10'58" W

SR-602
RIVER ROAD
VAR. WIDTH R/W

C1

L=235.06'
R=1430.55'
Δ=09°24'52"
C LEN=234.80'
BRG=N 53°01'41" W

C2

L=92.55'
R=2010.00'
Δ=02°38'17"
C LEN=92.54'
BRG=S 57°06'17" E

C3

L=107.97'
R=1260.00'
Δ=04°54'35"
C LEN=107.94'
BRG=S 53°08'32" E

DATE: JUNE 13, 2006

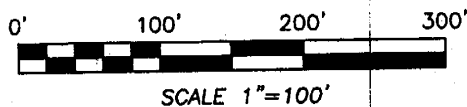
COUNTY PROJECT# 05-014000226

THIS IS NOT A BOUNDARY SURVEY

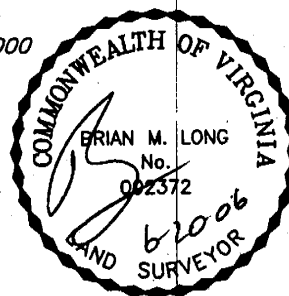
PLAT PREPARED BY:
PRECISION MEASUREMENTS, INC.
2116 DABNEY ROAD
SUITE B5
RICHMOND, VA 23230

PLAT OF A
VAR. WIDTH WATERLINE ESM'T
& 10' TEMPORARY CONSTRUCTION
EASEMENT ACROSS THE PROPERTY
OF HENRY D. PARKER, JR.
MATOACA DISTRICT ~ CHESTERFIELD CO.

LINE	BEARING	DISTANCE
L1	S 84°25'30" W	202.60'
L2	N 50°34'30" W	160.41'
L3	N 50°22'32" W	112.51'
L4	N 05°22'32" W	18.28'
L5	N 39°37'28" E	102.33'
L6	N 43°27'47" E	29.18'
L7	N 46°32'13" W	15.60'
L8	N 39°37'28" E	5.00'
L9	S 51°01'06" E	228.72'
L10	S 43°27'47" W	59.32'
L11	S 39°37'28" W	94.04'
L12	S 05°22'32" E	1.72'
L13	S 50°22'32" E	104.22'
L14	S 50°34'30" E	152.12'
L15	N 84°25'30" E	209.97'
L16	N 01°32'13" W	1.72'



HARBORSIDE LLC
DB 6628, PG 868
GPIN 765609598000000
8801 RIVER RD



PARKER, HENRY D JR
DB 3965, PG 278
GPIN 766609477800000
8631 RIVER RD

N: 3610752.91
E: 11766751.62

VAR. WIDTH WATERLINE
EASEMENT
19091.4 SQ. FT.
0.438 ACRES

10' TEMP.
CONSTRUCTION ESM'T
9701.0 SQ. FT.
0.223 ACRES

N: 3610237.71
E: 11767235.13

ORRELL, JOSEPH M & JOHN V
DB 3097, PG 34
GPIN 766609680300000
8615 RIVER RD

HARBORSIDE LLC
DB 6096, PG 114
GPIN 766610846800000
8703 RIVER RD

C1
L=69.65'
R=20010.00'
Δ=00°11'58"
C LEN=69.65'
BRG=N 50°28'31" W

C2
L=67.67'
R=1010.00'
Δ=03°50'19"
C LEN=67.66'
BRG=N 41°32'38" E

C3
L=191.00'
R=3010.00'
Δ=03°38'08"
C LEN=190.97'
BRG=N 44°43'08" W

C4
L=69.58'
R=19990.00'
Δ=00°11'58"
C LEN=69.58'
BRG=N 50°28'31" W

C5
L=66.33'
R=990.00'
Δ=03°50'19"
C LEN=66.32'
BRG=N 41°32'38" E

DATE: JUNE 20, 2006

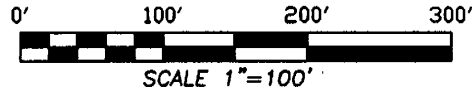
COUNTY PROJECT# 05-0147 000227

THIS IS NOT A BOUNDARY SURVEY

PLAT PREPARED BY:
PRECISION MEASUREMENTS, INC.
2116 DABNEY ROAD
SUITE B5
RICHMOND, VA 23230

PLAT OF A
VARIABLE WIDTH
WATERLINE EASEMENT & A
VAR. WIDTH TEMPORARY CONSTRUCTION
EASEMENT ACROSS THE PROPERTY
OF B. CLAY TAYLOR, JR.

MATOACA DISTRICT ~ CHESTERFIELD CO.
VIRGINIA



VAR. WIDTH WATERLINE
EASEMENT
62974.5 SQ.FT.
1.446 ACRES (TOTAL)
0.859 AC OUTSIDE R/W
0.322 AC INSIDE R/W
0.265 AC EX. W/L ESM'T



B. CLAY TAYLOR, JR
D.B. 2116, PG. 697
GPIN 755624278900000
10512 RIVER RD

VAR. WIDTH TEMP.
CONSTRUCTION ESM'T
12919.3 SQ.FT.
0.297 ACRES (TOTAL)
0.290 AC OUTSIDE R/W
0.007 AC INSIDE R/W

LINE	BEARING	DISTANCE
L1	N 33°47'09" E	98.12'
L2	N 55°28'38" W	70.00'
L3	S 34°31'22" W	39.34'
L4	N 55°01'05" W	54.42'
L5	S 66°45'06" W	61.26'
L6	S 60°29'16" E	80.54'
L7	S 65°59'20" E	39.71'

EX. W/L ESM'T
D.B. 1740, PG. 1759

PRESCRIPTIVE R/W

C1
L=85.21'
R=134.10'
Δ=36°24'28"
C LEN=83.79'
BRG=N 39°14'58" W

SPAIN, WAVERLY G & ROSIE S
DB 3465, PG 323
GPIN 755623029800000
10468 RIVER RD

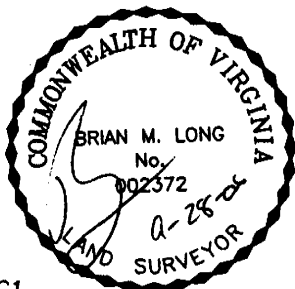
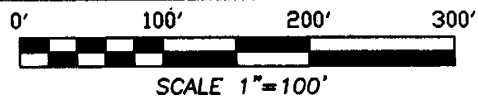
DATE: JULY 6, 2006

COUNTY PROJECT# 05-0147

000228

PLAT OF A
VAR. WIDTH WATERLINE EASEMENT &
VAR. WIDTH TEMPORARY CONSTRUCTION
EASEMENT ACROSS THE PROPERTY
RICKY L. & SHERYL R. SAUNDERS

MATOACA DISTRICT ~ CHESTERFIELD CO.
VIRGINIA



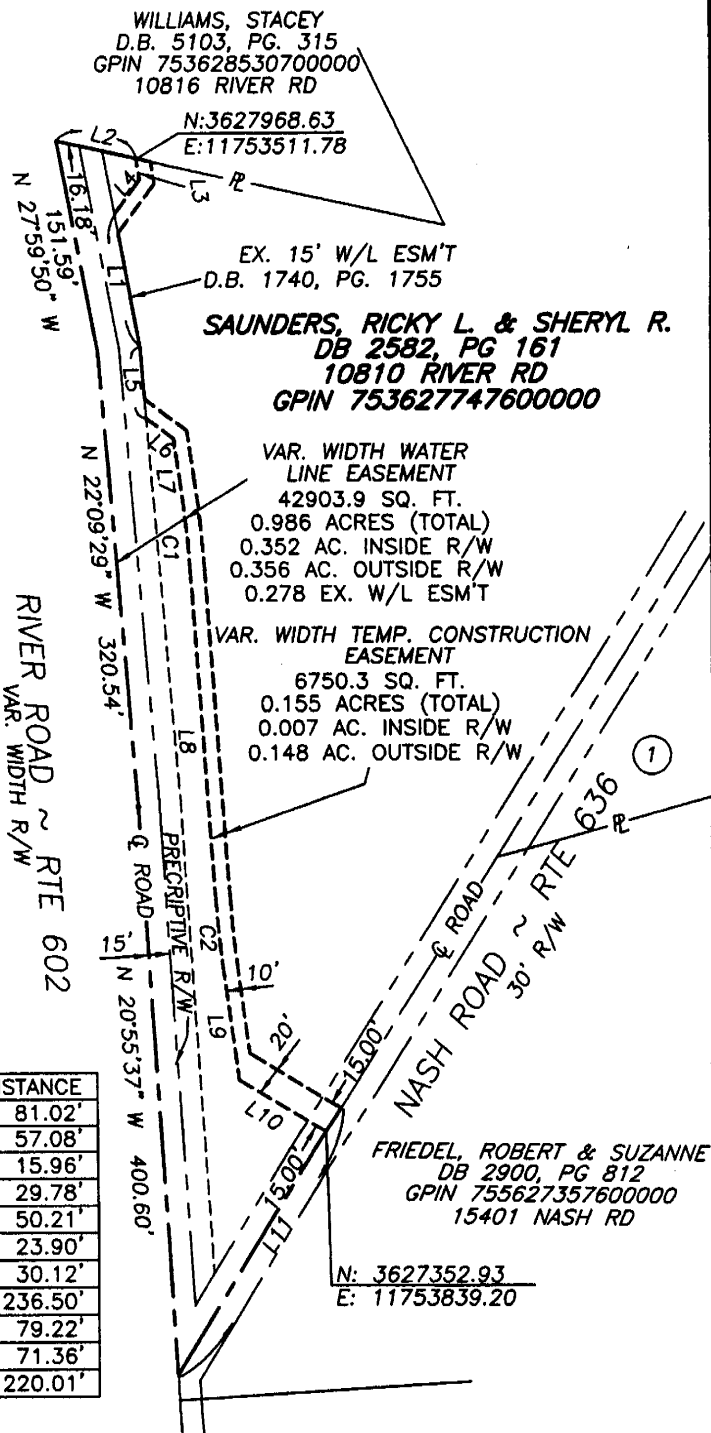
C1
L=60.65'
R=810.00'
Δ=04°17'23"
C LEN=60.63'
BRG=S 23°33'41" E

C2
L=46.16'
R=755.00'
Δ=03°30'12"
C LEN=46.16'
BRG=N 23°10'05" W

①
BRYSON, JAMES
D.B. 2885, PG. 899
GPIN 756628413100000
15301 NASH RD

LINE	BEARING	DISTANCE
L1	N 28°02'38" W	81.02'
L2	N 85°27'01" E	57.08'
L3	S 25°42'22" E	15.96'
L4	N 19°17'38" E	29.78'
L5	N 22°09'29" W	50.21'
L6	N 70°42'22" W	23.90'
L7	S 25°42'22" E	30.12'
L8	S 21°24'59" E	236.50'
L9	S 24°55'11" E	79.22'
L10	S 75°27'46" E	71.36'
L11	S 14°13'49" W	220.01'

PLAT PREPARED BY:
PRECISION MEASUREMENTS, INC.
2116 DABNEY ROAD
SUITE B5
RICHMOND, VA 23230



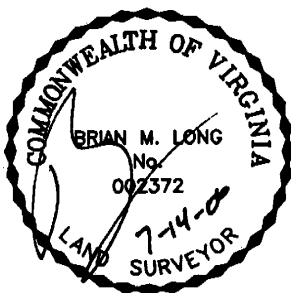
DATE: SEPT. 28, 2006

COUNTY PROJECT# 05-0147

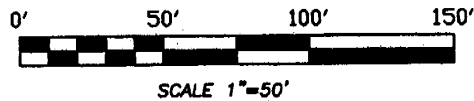
000229

THIS IS NOT A BOUNDARY SURVEY

PLAT PREPARED BY:
PRECISION MEASUREMENTS, INC.
2116 DABNEY ROAD
SUITE B5
RICHMOND, VA 23230



PLAT OF A
VARIABLE WIDTH
WATERLINE EASEMENT & A
10' TEMPORARY CONSTRUCTION
EASEMENT ACROSS THE PROPERTY
OF ROGER & JEAN ATKINS
MATOACA DISTRICT ~ CHESTERFIELD CO.
VIRGINIA



C1
L=81.05'
R=3140.59'
 $\Delta=01^{\circ}28'43''$
C LEN=81.05'
BRG=S $65^{\circ}25'44''$ E

C2
L=5.30'
R=4010.00'
 $\Delta=00^{\circ}04'32''$
C LEN=5.30'
BRG=S $65^{\circ}05'36''$ E



N $83^{\circ}32'$ W 863' TO INT.
OF NORTHWOOD DR.

BESS, JAMIE A
DB 6409, PG 128
GPIN 752628497800000
10920 RIVER RD

LOT 11
NASH & RIVER
PLAT IN D.B. 1299, PG. 270

RIVER ROAD ~ RTE 602
VAR. WIDTH R/W

CENTERLINE ROAD

N $23^{\circ}49'54''$ E 28.99'
N 3628684.51
E 11752572.68

10' TEMPORARY
CONST. ESM'T
1659.1 SQ. FT.
0.038 ACRES

ATKINS, ROGER & JEAN
D.B. 1425, PG. 352
GPIN 752628677000000
10910 RIVER RD

LOT 12
NASH & RIVER
PLAT IN D.B. 1299, PG. 270

VAR. WIDTH WATERLINE
EASEMENT
4754.7 SQ. FT.
0.109 ACRES

83.98'
N $64^{\circ}41'22''$ W

S $65^{\circ}07'52''$ E 160.48'

29.21'
N $25^{\circ}18'38''$ E
N 3628614.79
E 11752723.09

COOPER, CAROLYN
D.B. 6069, PG. 75
GPIN 752628826400000
10900 RIVER RD
LOT 13
NASH & RIVER
PLAT IN D.B. 1299, PG. 270

DATE: JULY 14, 2006

COUNTY PROJECT# 05-0147

000230



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: March 14, 2007

Item Number: 20.

Subject:

Adjournment and Notice of Next Scheduled Meeting of the Board of Supervisors

County Administrator's Comments:

County Administrator: _____

A handwritten signature, likely of the County Administrator, is written over the line.

Board Action Requested:

Summary of Information:

Motion of adjournment and notice of the Board of Supervisors meeting to be held on March 28, 2007 3:00 p.m. in the Public Meeting Room.

Preparer: Lisa Elko

Title: Clerk to the Board

Attachments:

☐

Yes

☒

No

#

000231